1st January 1919

Dear Mr. Griffith,

Prior to meeting Mr. Raymond Blathwayt at lunch tomorrow, it has occurred to me that the pamphlet herewith might be of interest to you. It contains certain noteworthy endorsements of the Mission on which he came to America a year ago; and I don't think anybody came over here during the war with such wonderful support.

His writings — as I have every reason to know — are very widely read in England and the colonies. I should not be wrong in saying that he is our most distinguished

journalist on the other side; and I feel sure that the book he is writing on his visit to America will be still more widely read than anything he has given us previously. He was a friend of Sir Herbert Tree for thirty years; and it was he who first induced Tree to go into pictures, being, as he is, about the most enthusiastic "movie fan" in the British Isles.

Yours sincerely
Charles E. Whittaker

D. W. Griffith Esqre

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 1st, 1919

Dear Sir:

The enclosed check is for six (6) months interese due you to-day, on your certificates of indebtedness less Three dollars and twenty-five ($3.25) cents for each One thousand ($1,000.) dollars whichwas over-paid you on July 1st, as follows:

On February 1st, 1918 we paid fifteen (15%) percent on the certificates of indebtedness with interest from January 1st to February 1st. On July 1st we paid ten (10%) percent on the certificates of indebtedness and interest from January 1st to July 1st, whereas we should only have paid interest from February 1st to July 1st. We are therefore deducting the amount over-paid you as mentioned above Three dollars and twenty-five ($3.25) cents on each One thousand ($1,000.) dollar certificate.

Yours very truly,

WARK PRODUCING CORPORATION,
By

Treas.

ASR:MOC

Aitken, H.E.	16,000.	212
Aitken, R.E.	8,000.	106
Anderson, Wm. B.	1,000.	13.25
Banzhaf, Edwin J.	10,000.	132.50
Barry, J.A.	5,000.	66.25
Block, Benj.	3,000.	39.75
Blumenthal, Hugo	10,000.	132.50
Clark, Robt.Sterling	10,000.	132.50
Clark Stephen Carlton	10,000.	132.50
Clausen, Chas. S.	1,000.	13.25
D.W.G. Corp.,	35,000.	463.75
Day, W. Beach	1,000.	13.25
Detwiler, A.K.	4,000.	53
Ehret, Geo. Jr.	3,000.	39.75
Fairchild, Arthur	1,000.	13.25
Gates, C.W.	5,000.	66.25
Gish, Lillian D.	3,000.	39.75
Goldstein Simon,	16,000.	212
Goodsell, Mrs.T.J.	1,000.	13.25
Goodsell, T.J.	1,000.	13.25
Hall, John R.	8,000.	106
Hall, Norman,	19,000.	251.75
Hampton, Lewis, J.	10,000.	132.50
Hosking A.J.	1,000.	13.25
Johnston, Douglas T.	4,000.	53
Lehman, H.H.	1,000.	13.25
Mainzer, Herbert R.	2,000.	26.50
Mainzer, Robt. H.	20,000.	265
Marsh, Mae. W.	2,000.	26.50
Mouat, H.S.	1,000.	13.25
Oldershaw, C.R.	5,000.	66.25
Oppenheimer, Emil	1,000.	13.25
Ostwalt, F.E.	5,000.	66.25
Patee, L.G.	1,000.	13.25
Prisk, Chas H.	1,000.	13.25
	00	2981.25

Putnam, Henry W.	10,000.	132.50	2981.25
Richard, Oscar	10,000.	132.50	132.50
Richard, Vera V.B.	3,000.	39.75	3113.75
Rosenberger, W.D.	5,000.	66.25	
Seligsberg, Louis	1,000.	13.25	
Seligsberg, W.N.	1,000.	13.25	
Stackpole, T.	1,000.	13.25	
Steinman, Edw. S.	2,000.	26.50	
Stern, Albert	10,000.	132.50	
Sterrett Clarence E.	2,000.	26.50	
Tallman, S.H.	25,000.	331.25	
Tomlins, Frank I.	1,000.	13.25	
Winpenny, Maude	3,000.	39.75	
Howdershell, D.J. & Niven, Wm.	1,000.	13.25	
			993.75
			39750.00

Interest Paid Jan 1st 1919

From July 1st/1918 To Jan 1st/1919

Miss Mae Ellis	1.000
Mrs. Dorothy Bomgardner	2.000
Mrs. Mary Bingham	1.000
Mrs. Lillian Williams	32.000
Estate of Clarence M. Jarrett	3.000
Estate, Albert	10.000
Stelgumman, Max. S.	3.000
Stackpole, T.	1.000
Seligsberg, M.M.	1.000
Seligsberg, Louis	1.000
Rosenbergser, M.D.	5.000
Wingate, Alex A.B.	2.000
Hirsberg, Oscar	10.000
Hauman, Hetta M.	10.000

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Jan 1 1919

M. L. B. Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

Plumber

Statement

1654 N. Vermont Avenue
Corner Prospect

Dec 1918	As per attached Bills	81 90	
	" " " "	12 95	
	" " " "	37 80	
	" " " "	8 45	
	" " " "	33 15	
	" " " "	1 50	
	" Pd 1/25 CK # 2950 "	1 50	
	" " " "	1 00	
	" " " "	50	
	" " " "	37 70	
		3 00	$219.45

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

January 1st 1919.

D.W.G. CORPORATION

TO

ALBERT H.T. BANZHAF, DR.

- -

To services rendered for Month of December 1918 - - $150.

Received Payment
DEC 26 1918

TELEPHONE: 6963 CORTLANDT ESTABLISHED 1892 CABLE ADDRESS "EMHAR" NEW YORK

SHERWOOD M. HARD & CO., INC.

INSURANCE BROKERS

CORTLANDT BUILDING HUDSON TERMINAL

30 CHURCH STREET

NEW YORK, Jan.1,1919.

IN ACCOUNT WITH Mr.David W.Griffith,

11 E. 14th St.,N.Y.C.

STATEMENT

12/8/18	1yr.Fid.& Cas.2380289	$ 375 00

RECEIVED PAYMENT
Sherwood M. Hard & Co., Inc.
Per

Paid by DWG Jan. 13/19.
Ck. # 160

OFFICES OF THE
D. W. GRIFFITH
ATTRACTIONS
LONGACRE BLDG.
BROADWAY AND 42ND STREET.
NEW YORK CITY
TELEPHONE: BRYANT 5293-5294

THE BIRTH OF A NATION
J. J. McCARTHY
GENERAL MANAGER

INTOLERANCE
THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

DWG
25

January 1st,1919.

D.W.G. Corporation,
1476 Broadway,
New York City.

Dear Sirs:-

The enclosed check is for six (6) months interest due you to-day on your certificates of indebtedness less Three dollars and twenty-five ($3.25) cents for each One thousand ($1,000.) dollars which was over-paid you on July 1st, as follows:

On February 1st, 1918 we paid fifteen (15%) percent on the certificates of indebtedness with interest from January 1st, to February 1st. On July 1st, we paid ten (10%) percent on the certificates of indebtedness and interest from January 1st, to July 1st, whereas we should only have paid interest from February 1st, to July 1st. We are therefore deducting the amount over-paid you as mentioned above, Three dollars and twenty-five ($3.25) cents on each One thousand ($1,000.) dollar certificate.

Yours very truly,

WARK PRODUCING CORPORATION,
By

Treas.

ASR:MOC
*Encl.

Los Angeles, California,

January 2, 1918

Motion Picture Editor,
Washington Herald,
Washington, D. C.

Dear Sir:

Many thanks for the beautiful things you have said about us in the past. Hope you can remember that we are only putting on short story series for the more limited field of regular motion picture theatres subject to the whims, music, and projecting tempo of the human beings who control picture theatres through the country and who can make a scene which should run ten seconds run twenty or perhaps five. In our special productions this tempo is regulated to the second in each company being under our control.

Perhaps we are trying to alibi a little, but never mind, "Blessed is he that expecteth nothing...." you know the rest.

Do not accuse Bitzer of producing "The Greatest Thing in Life". Why this slander? He is a good, true man.

Seriously, best regards.

Sincerely,

DWG-W

January 3rd 1919

Dear Mr Griffiths

So many thanks for your New Year's wishes — it was kind of you to remember me. I am hoping so much you will be over in England

soon as I am anxious
to have a chat with
you. I do want to
know what your idea
about our film is. The
War is over and the film
has not been produced. It
cannot now serve the purpose
it would have done and
all my efforts seem to
have been for nothing.
I have never been so
disappointed in anything
in my life. I wonder
if you can make any
suggestions. If you are
not coming to England
just yet perhaps you

would write and let me know.

All my best wishes to you for 1919 — may it bring you yet more success.

Yours very sincerely

Mary Pagel

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 3rd 1919.

Commercial Trust Co.,

Jersey City, N. J.

Gentlemen:

Enclosed herewith please find check for $463.75 to be deposited in your bank in the D.W.G. account. Kindly return the duplicate deposit slip to the above address, and oblige

Very truly yours,

GD

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

11GS L 145AM 5TH 29 NL

HY LOSANGELES CAL JAN 4

A H T BANSHAF

2 RECTOR ST NEWYORK

WIRE NET PROFITS TO DATE ON HEARTS HOW MUCH I HAVE STILL COMING TO ME FROM TREASURY UNDERSTOOD FROM MCCARTHY THERE WAS DDIVIDENT UNPAID ON INTOLERANCE WIRE CONCERNING THIS

D W GRIFFITH

Hearts World

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

152 GS L 52 NL 1250A 7TH

HY LOSANGELES CAL JAN 6

1757

A H T BANZHAF

TWO RECTOR ST NEWYORK

HAVE TALKED WITH HUKOR ABOUT POSTPONING RELEASE HAPPY VALLEY HE THINKS SHOULD BE TWO MONTHS INTERVAL HOWEVER THINK IT WELL TO GET IT OUT ABOUT THE FIRST OF FEBRUARY SO IT CAN GET AWAY FROM THE BAD LENT PERIOD WHAT DIFFERENCE DO YOU THINK IT MADE TO RELEASE OUT OF TOWN FIRST

XD W GRIFFITH

20 BROAD ST., N.Y.
TEL. 1278 REC'OR

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT 20 BROAD ST., N. Y. TEL. 1278 RECTOR

TELEGRAM

DELIVERY NO. 213

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a Fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

2 GS L 115A 121 NL

HY LOSANGELES CAL JAN 6 RECD 7TH

1743

A H T BANZHAF
2 RECTOR ST NEWYORK

EPPING HAS SUBMITTED FIGURES REPLYING TO OUR BILL FOR NINETY FOUR COPIES HEARTS OF WORLD HE IS QUIBBLING OVER COST OF POSITIVE STOCK WANTS TO DEDUCT SAME I UNDERSTAND FAMOUS PLAYERS FURNISHED A LITTLE OVER ONE MILLION AND A HALF FEET POSITIVE STOCK BUT THEY HAVE ALREADY BEEN REIMBURSED OUT OF PROFITS OF PICTURE AND OTHER FUNDS HAD THESE FUNDS NOT BEEN PAID TO FAMOUS PLAYERS FOR FILM THEY SHOULD HAVE BEEN TURNED OVER TO ME AS PROFIT THEREFORE EPPINGS CLAIM FOR DEDUCTING COST OF POSITIVE STOCK THE SECOND TIME ABSURD STOP HE SHOULD HOWEVER SUBMIT DETAILS ON FOOTAGE TAX WHICH HAS BEEN PAID IN NEWYORK AS I AGREED TO PAY ALL FOOTAGE TAX PLEASE GIVE THIS YOUR PERSONAL ATTENTION ANSWER.

D W GRIFFITHS

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

D.W.GRIFFITH
HOTEL ALEXANDRIA
LOS ANGELES. CALIFORNIA

Believe Epping to be right in his contention. Our understanding is that you are to receive eight cents per foot for all positive prints which figure includes cost of stock. The stock used in prints already made hqw been advanced out of the Hearts of World investment funds and not paid by Famous Players except in as much as they have advanced funds from time to time for the total investment cost of production including stock. If you are nowpaid eight cents without giving Hearts World funds credit for cost of raw stock you will in fact be receiving eleven cents a foot -eight cents as per your statement and three cents advanced by Hearts World for raw stock. On the other hand if you deduct cost of raw stock as per Eppings statement from the eight cents per foot Hearts of World treasury will be automatically reimbursed for the amount paid by it for raw stock and with this credit you will have your fifty per cent share. In other words this cost of stock will not be paid back to Famous Players but to Hearts World account. However if you can make settlement on basis of eight cents foot without giving credit to Hearts World for the cost of raw stock we certainly will do nothing to interfere with such a settlement but personally I do not believe this is your intention. Regarding footage tax.Famous Players have paid erroneously tax on thirtyeight prints here but for which they will give credit to Hearts World fund and claim said tax paid to the

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Government on account of their own footage on some other of their own prints. Epping wired Bidwell regarding this January sixth. Epping working on statement Hearts. Will wire details tomorrow.

RANZHAF.

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

7

Jan. 6th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Cal.

RE: Policy #EY-060651 "Ocean"

Gentlemen:

Enclosed herewith please find payroll report blank, which we ask that you kindly complete by giving us the actual wages expended by you for the period November 26th, 1918 to January 1st, 1919, and return to us at your very earliest convenience.

Very truly yours,

J. W. KAYS COMPANY, INC.

By M. H. Campbell

Jany 6th 19 - For D W Griffith

	Total Weeks	Largest Week	Smallest Week	Largest Day	Smallest Day	Last Week
CLANSMAN	9 2/8-4/9/15 $84706.50	3d 2/22-27/15 $11492.25	8th 3/21-4/2/15 $6940.75	Last Last week 4/19/15 $2213.50	7th Wk.Mon. 3/21/15 $773.00	9th 4/4-4/19/15 $8327.50
INTOLERANCE	10 10/17-11/19 1917. $79185.75	2d. 10/23-10/30 1917 $11545.00	9th 12/11-12/16 1917 $3582.00	Last day 3d wk. Sat.11/11/17 $2574.00	9th wk. Mon. 12/11/17 $405.00	10th 12/18-23/17 $5465.75
HEARTS OF THE WORLD	10 3/12-5/18/18 $97991.50	~~Last~~ wk. 5/18-5/23 1918. $13752.50	8th 4/29-5/4/18 $5979.00	Last day 2d. wk. Sat.3/23/18 $2688.25	10th wk. 5/13/18 Mon. $647.75	10th 5/13/18 $7554.00

Hyde Park Hotel,

Knightsbridge,

S.W.

6th January 1919.

My dear Griffith,

Many thanks for your cable and good wishes, which I reciprocate heartily.

I expect you are producing some great pictures. You must let me know when I can get your next play, as I shall want to have it at Cherkley.

With kindest regards,

Yours faithfully,

Beaverbrook

D. W. Griffith, Esq.,

(Lord Beaverbrook)

Los Angeles, California,
January 7th, 1919.

NINETY DAYS after date, for value received, I promise to pay to D. W. GRIFFITH, Los Angeles, California, THREE HUNDRED FIFTY DOLLARS ($350.00) without interest.

Mrs Siegmann

January Seventh,
NINETEEN-NINETEEN

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

9

Jan. 7th,1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

Attention Mr. Bidwell,

Gentlemen: EPOCH PRODUCING COMPANY.

As per your request we take pleasure in handing you herewith the following policies:-

#56570 "National Union"	$14,000.00	Vault #50
#111391"National Liberty"	11,000.00	" "
	$25,000.00	

Trusting the above will be found entirely satisfactory and thanking you, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By M. W. Campbell

The State of Delaware.

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. Corporation

TERMS CASH. **Debtor to EVERETT C. JOHNSON, Secretary of State.**

Jan 7 1919	*To receiving, filing and indexing Annual Report under Corporation Tax Law*	$2 00

Annual Report received with fee for same,

Everett C. Johnson

Secretary of State.

Jan. 8, 1919.

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Calif.

Gentlemen:-

As per your requisition #4589, we are delivering to you today, one low five ton truck, free of encumbrance.

We acknowledge receipt of your check for $300.00, in payment of same and hereby cancel all previous rentals charged you for the use of this truck.

Yours very truly,

PIONEER TRUCK & TRANSFER CO.

By

D. W. GRIFFITH COLLECTION
PRARIE VALE RIVA MUSEUM OF MOVING AND MOTION PICTURE LIBRARY

MANAGEMENT
WILLIAM B. JAMES

POWELL ST. AT O'FARRELL

SAN FRANCISCO

7

January 9,1919

Griffith Studio,
Hollywood,
Calif.

Gentlemen:-

We understand that Mr. A.E.Howard is at this time in your employ,and we wre writing you this letter, to ascertain,if you will make it possible for us to collect $55.50, the balance due on a bill owing to the MANX,and which is months over due. We have written him many times,but he does not reply to these letters, nor does he make any effort looking to the settlement of this account.We have been most lenient in the matter, but as we learn he is in receipt of a good salary,I think you will admit it is fair and just to us,that he liquidate this indebtedness.

Appreciating anything you can do for us,and awaiting your reply, I am,

Very truly yours,

W. B. James

Manager.

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD ST. N.Y.

T6788 HU 8NL NL

LOSANGELES CALIF JAN 10 1919

ALBERT H T BANZHAF 554

2 RECTOR ST NEWYORK NY

PLEASE WIRE IMMEDIATELY STATES SOLD FOR INTELERANCE REGARDS

GREY

753A 11TH

ADDRESS ALL COMMUNICATIONS TO THE COMPANY AND NOT TO INDIVIDUALS

EXPRESS TRIBUNE COMPANY

EDWIN T. EARL, Proprietor

EVENING EXPRESS SUNDAY EXPRESS WEEKLY RURAL WORLD

EVENING EXPRESS BUILDING
237 SOUTH BROADWAY
LOS ANGELES, CAL

January 10,1919.

Mr.D.W.Griffith,
% Griffith's Studios,
HOLLYWOOD.

Dear Sir:

The Greatest Thing In Life strikes the keynote of all men's thoughts today and will draw crowds,I believe,wherever it is shown because its producer had the courage of his convictions and put his hero to the supreme test of brother-hood .

I heard of the picture from lips of many people before I had an opportunity to see it.They seemed to have been moved in a peculiar way and started on a trend of serious thinking.

I truly believe it will do a great deal toward defining for themultitudes who will see it,largeness of spirit which makes for Democracy.

You have shown the Negro,too,in his true light that of loyalty and faithfulness to duty for which, permit me to thank you a thousand times.

Respectfully yours,

(Mrs. Noah D.) Eloise Bibb-Thompson

1711 East 55th. street,
LOS ANGELES,CALIFORNIA.

P.S. I forgot to tell you that I have on hand the continuity of the scenario,The Reply to the Clansman, which I left with you a few days ago.Should you care to see it, you may reach me at either of the above addresses or by phone- South 1651. EBT.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY AND NOT TO INDIVIDUALS

EXPRESS TRIBUNE COMPANY

EDWIN T. EARL, Proprietor

EVENING EXPRESS SUNDAY EXPRESS WEEKLY RURAL WORLD

EVENING EXPRESS BUILDING
237 SOUTH BROADWAY
LOS ANGELES, CAL

Jan.10,1919.

PERSONAL.

Mr.D.W.Griffith,
4500 Sunset Blvd.
HOLLYWOOD.

My dear Mr.Griffith:

Mrs.Thompson has requested me to advise you that she has written the continuity to the scenario which she left with you a few evenings ago. She will be very glad to send it to you should you care to see it.May I send it to you ?

The enclosed matter is sent to the various papersthroughout the United States and abroad, by the Department of Public Information of our National Government and deals with theColored man in the late war . I am sending the matter to you with the hope that it may increase you interest in my race and do whatever you can to create a better relationship between the twelve million of them and their white neighbors.

With all good wishes foryour continued success, I am,

Yours very truly,

Noah D. Thompson

EDITORIAL DEPARTMENT.

Enclosures.
NDT/M.

FROM OFFICE OF EMMETT J. SCOTT,
Special Assistant to Secretary of War.

RELEASE JANUARY 9.

TROOPS OF 92nd. DIVISION WIN DECORATIONS OF HONOR.

ENTIRE UNITS AND INDIVIDUALS CITED FOR BRAVERY UNDER FIRE OF HUN FOE.
--CASUALTY LIST COMPARATIVELY SMALL--
1476 TAKE THE "LONG TRAIL."

BY RALPH W. TYLER.

ARTICLE IX

With the American Army in France.

Marbach, December 6- By command of General Martin, Commanding the 92nd. Division, General Orders have just been issued commending a number of Colored officers non-commissioned officers and privates of the 365th. Infantry for meritorious conduct in action at Bois Frehaut, near Pont-a-Mousson, November 10th. and 11th., during the drive on Metz. Those named in this General Order were Capt. John H. Allen, First Lieutenants Leon F. Stewart, Frank L. Drye, Walter Lyons, David W. Harris, Benj. F. Ford, Second Lieutenants George L. Gaines, and Russell C. Atkins, Sergeants Richard W. White, John Simpson, Robert Townsend Solomon D. Colston, Ransom Elliott, and Charles Jackson; Corporals Thomas B. Coleman, Albert Taylor, Charles Reed, and James Conley, and Privates Earl Swanson, Jesse Cole, James Hill, Charles White and George Chaney.

In the same General Orders the following were cited for bravery in action: Sergeant Isaac Hill, bravery displayed at Frapelle; First Lieut. John Q. Lindsey for bravery at Lesseux, both of the 366th Infantry, and First Lieut. Edward Bates of the 368th Ambulance Corps, and Sergeant Walter L. Gross of the 366th. Infantry, for distinguished service near Hominville.

In another General Order Second Lieutenant Nathan O. Goodloe, of the 368th. Machine Gun Company, was commended for excellent work and meritorious conduct. During the operations in the Foret D'Argonne Lieut. Goodloe was attached to the 3rd. Battalion. During the course of the action it became necessary to reorganize the battalion and withdraw part of it to a secondary position. He carried out the movement under a continual machine gun fire from the enemy. General Martin said: "Lieut. Goodloe's calm courage set an example that inspired confidence in his men."

General Martin, the new commander of the 92nd. Division, also cited, for meritorious conduct near Vienne le Chateau, Tom Brown, a wagoner, who as driver of an ammunition wagon, displayed remarkable courage, coolness and devotion to duty under fire. Brown hauled his wagon, even after his horse had been hurled into a ditch by shells and dispite his own painful wounds, worked until he had extricated his horses from the ditch, refusing to quit until he had completed his work, even though covered with blood, from a painful wound.

ENTIRE UNITS CITED FOR BRAVERY IN BATTLE-LINE.

The entire first battalion of the 367th. (Buffalos) Infantry has just been cited for bravery, and awarded the Croix de Guerre, thus entitling every officer and man in the battalion to wear this distinguished French decoration. This citation was made by the French Commission because of the splendid service and bravery shown by this battalion in the last engagement of the war, Sunday and Monday November 10th and 11th., in the drive to Metz. This battalion went into action through a valley commanded by the heavy German guns of Metz, and held the Germans at bay while the 56th. regiment retreated, but not until it had suffered a heavy loss. The 1st. Battalion was commanded by Major Charles L. Appleton, of New York, with company commanders and lieutenants Colored.

In the 92nd. Division, of the American Army, 14 Colored officers and 43 Colored enlisted men have been cited for bravery in action and awarded the Distinguished Service Cross. This is a splendid showing, and especially when it is considered that prior to the drive on to Metz, Sunday morning November 10th., this division, with the exception of the 368th. Infantry, had been in no big engagement. Up until November the 10th. with the exception of the 368th. which got into action in the Argonne, the 92nd. had to content itself with making daily and nightly raids on the German front line trenches to capture prisoners. This, however; required daring and courage, and, in some ways, was more trying and more dangerous than being in a big engagement. A total of 57 citations for meritorious service, with report from one brigade not yet in, is a splendid showing for the 92nd. Division.

92nd. HAS COMPARATIVELY SMALL CASUALTY LIST.

The total casualties suffered by the 92nd. (Colored Division since being in France have just been obtained by me. The Division suffered a total of 1478 casualties. Among the killed were six officers, and one officer died from wounds received in action, while 31 enlisted men died form wounds. 40 enlisted men died from diseases; 28 enlisted men were listed as "missing," 16 officers and 543 enlisted men were wounded; and 39 officers and 661 enlisted men were gassed. The division's number of gassed is unusually large. A reason is, perhaps, that the Colored soldiers in the front line trenches of this division were unusually daring in making raids into the enemy's territory.

Considering, especially, the desperate advance the Colored soldiers of this division made out from P ont-a-Mousson the morning of November 10th., through a valley swept by the heavy German guns of Metz, and nests of German machine guns, the causualty is slight; for on the morning I saw them make the advance, and knowing the dangerous ground they were to cover to make their objective, it appeared miraculous that the division was not wiped out. The casualty in that advance was, perhaps, as light as it was because of the rapidity with which their oine advanced. Officers could not hold them back, and the German guns and soldiers could not stop them. They plunged on to Preny and Pagny, and they rushed into the Bois Frehaut, and held, for 36 hours, after they took it, this place from which picked Morroccan and Senegalese troops were forced to retreat in ten minutes after they had entered it. Occupying this Boise Frehaut for 36 hours against a murderous fire from the enemy, remaining there until hostilities ceased, it is surprising- a miracle, that the casualty list of the 92nd. Division did not mount to many times 1478.

Dr.Moton went to France upon the request of President Wilson,to assure the colored soldiers that all loyal Americans will be glad to welcome them home from the battle fields where they fought so nobly.

Dr. Moton Addresses Newspaper Correspondents While Enroute To France.

Tuskegee, Ala.--Jan--1st.

Dr. R. R. Moton, successor to Booker T. Washington as Principal of the Tuskegee Institute, was called upon to speak to the party of correspondents on the steamer "Orizaba" while enroute to France. After referring to the contribution the Negro has made to the development of America by his cheerful, forgiving and happy disposition and his ability to laugh amid adversity, Dr. Moton emphasized especially the economic value of the Negro to the development of the country. He said among other things that "through the unbounded resources of the South, agriculturally and otherwise, with its abundant rainfall and wonderful climate and with an increased demand for the products that the South can produce economically, also with the industrial renaissance which is sweeping all over the South, the Negro is absolutely indispensable to any large Southern development, for we must remember that 10 per cent of the land tilled in the South is owned by Negroes, and that 70 per cent of all the agricultural products raised in the South is done by Negroes either as landowners themselves, or renters or croppers, not to mention the large number included among those who work as hired labor. No one knows and appreciates this more than do the Southern white people themselves and with the growing feeling of friendship between the races and with the desire and efforts on the part of Southern white people generally; notwithstanding the all too frequent outbreaks racial misunderstanding and bitterness; the outlook for the South and the North for sympathetic cooperation between the races and success of the highest development of our beloved country, was never more encouraging than it is today."

He also said, that the South had been heroic in its efforts for the education of colored and white children, notwithstanding the fact that the schools are yet very inadequate; generally due to the poverty of this section as compared with the North, and along with the industrial renaissance there was a very significant educational renaissance sweeping over the South, manifesting itself in a determined effort to have adequate educational facilities for all the children of the South, black even as white. He mentioned the fact that Alabama and Virginia had already enacted compulsory education laws, and he predicted that others would follow. "The time has come,", said Dr. Moton, "when the United States should give adequate financial aid in educating the children of the United States; that business ness of the National Government should be to judiciously see to it by money and advice that every child is trained for citizenship. Only thus can America come to its highest development and only thus can democracy be really genuine and lasting."

Form 1228

Charge to the account of Albert H T-Banzhaf $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 11 1919

ALBERT L GREY HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

INTOLERANCE SOLD OREGON? WASHINGTON IDAHO MONTANA TO DE LUXE CALIFORNIA NEVADA ARIZONA TO LESSOR WISCONSIN IOWA MINESSOTA NORTH AND SOUTH DAKOTA TO WESTCOT ROTH MAILED COPY LIST DOMESTIC AND FOREIGN PURCHASERS TO MR GRIFFITH DECEMBER ELEVENTH LAST REGARDS

BANZHAF

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

January 11th, 1919.

Town	State	Co	Days	Shows	Gross Receipts	Net Profits	Percent of Net Profits on Gross Receipts
Chillicothe	O	A	2	4	1366.75	164.02	
Springfield	O	"	4	6	4168.70	1322.40	
York	Pa.	B	4	8	836.50	633.85	Loss
Waynesboro	Pa.	"	2	3	1163.50	296.54	
Burlington	N.J.	C	2	3	1400.00	653.20	
Bryn Mawr	Pa.	"	1	2	560.25	109.99	
Westchester	Pa.	"	3	5	2218.25	884.67	
Bloomington	Ill.	D	7	14	4337.00	1597.64	
Meadville	Pa.	E	2	3	1629.25	723.07	
Franklin	Pa.	"	2	4	1314.00	486.64	
Newcastle	Pa.	"	2	3	544.00	76.17	
Clarksburg	W.Va.	F	3	5	2147.75	740.73	
Parkersburg	W.Va.	"	3	5	886.50	4.80	
Rochester	N.Y.	G	7	13	3675.50	156.34	
Woodbury	N.J.	Spec	2	3	852.35	141.38	
Bound Brook	N.J.	"	1	2	480.82	33.06	
TOTAL FOR THE WEEK				83	27581.12	6756.80	24.50%
TOTAL TO LAST WEEK					1.415301.52	248724.27	17.60%
TOTAL TO DATE					1.442882.64	255481.07	17.71%

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM L.3

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. 169

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

Original

E572CHIG 625PM 35

HY LOSANGELES CAL JAN 13 1919

A H P BANZHAFF

HAFF TWO RECTOR ST NEWYORK

FACTION I HAVE BEEN WITH MEETING TONIGHT THINK NEW FACTOON BETTER FOR MY INTEREST IF THEY HAVE THE MONEY MORE ROOM FOR EXPANSION IN THEIR ORGANIZATION MUST DECIDE QUICKLY HAVE YOU ANY ADVISE ANSWER QUICK

D W GRIFFITH

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

YOU MAKE SHOULD HAVE PRIVILEGE SUPERVISION BY YOU WITH RIGHT TO PERSONALLY PRODUCE TWO OR THREE SPECIALS YEARLY BELIEVE HOPE CHEST WILL NET YOU MORE MONEY EVENTUALLY THAN EITHER OF YOUR LAST TWO PRODUCTIONS BETTER FINANCIALLY FOR YOU TO HAVE SMALLER GUARANTEE ON PICTURES SUPERVISED THAN LARGE GUARANTEE ON PICTURES WHICH YOU MUST PERSONALLY DIRECT BECAUSE ON LATTER YOU WILL PRACTICALLY SPEND GUARANTEE AND ANY PROGRAM POLICY WILL NATURALLY LIMIT EARNINGS PICTURES SUPERVISED WILL COST ONE THIRD AND PRACTICALLY BRING IN ON SYSTEM OF PROGRAM AT LEAST TWO THIRDS OF ONE PERSONALLY DIRECTED ONLY CHANCE FOR EXPENSIVE PICTURE IS SPECIAL HANDLING

Charge to the account of ALBERT H T BANZHAF $

Form 1228

Return to Office

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 14 1919

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

BELIEVE OLD FACTION STRONGER ENTRENCHED ON ACCOUNT GOOD WILL TRIED EXPERIENCE ~~AND~~ PERSONNEL AND LARGE NUMBER NEGATIVES NEW FACTION MAY BE TOP HEAVY AND HAS NO OLD NEGATIVES FOR REISSUE OR SUPPORT AND PERSONNEL PRACTICALLY UNTRIED AND NOT STRONGLY CENTRALIZED NEW FACTION HAS GREATER SPECULATIVE POSSIBILITIES AND IF RUMOR IS OF ANY VALUE BOTH OLD AND NEW WILL COMBINE OR HAVE GENTLEMENS AGREEMENT REGARDING STARS AND PRICES STOP CAN YOU NOT HOLD OFF DECISIONSFOR MONTH OR SO IN ORDER TO GET BETTER LINE ON ENTIRE SITUATION STOP ANY PROGRAM PICTURES

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

D.W.GRIFFITH
Hotel Alexandria
LOS ANGELES.

(continued)
Just saw Romance. It is great and should make more money than the two preceding. Opening dates Boston Philadelphia Kansas City January twentysixth Pittsburg Washington February second Cleveland February Ninth.

Banzhaf.

January 14, 1919.

Mr. W. B. James, Manager,
Hotel Manx,
Powell St. at O'Farrell,
San Francisco, Cal.

Dear Sir:

We have your letter of January 9th, and are attaching hereto a copy of our letter to Mr. A. E. Howard.

Mr. Howard has been with us about a year and has been working steadily, and he tells us he is making up for the previous year in which he was not employed and got behind considerably. The writer knows for a certainty that Mr. Howard has squared up many accounts and anticipates that your account will be settled in due time.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. MANAGER.

1706 Ingraham Street
Los Angeles. Cal.
Jan 15th 1919.

7
no Reply

Mr D. W. Griffith
Los Angeles. Cal.

Dear Sir.

I write again to remind you that the scenario "Washington the Great" that Mr Wood kept for two years and a half, and repeatedly assured me that you would settle for it by sending me your personal check, has never been adjusted. I repeatedly tried to get the manuscript from Mr Wood, but could not, as a manager of another company wanted it.

Leaving my last conversation with

Mr Wood he said he was going to write to you and recommend that you pay me $250.00 (two hundred and fifty dollars) for the long detention of the manuscript.

From the amount of work required to prepare the manuscript and the valuable pictures it contained this amount would not compensate me. but am willing to take it to have the matter settled.

I hope to have a favorable answer from you very soon.

Cordially Yours.
Ada Van Pelt.

P.S. I am pleased to see from the papers the continued success of "The Greatest Thing in the World. and hope success and prosperity will ever attend you.
A.V.P.

D.W.G. co

January 15th 1919.

Commercial Trust Company,
Safe Deposit Department,
Jersey City, N. J.

Gentlemen:

I am in receipt of a bill addressed to B.J. Jenkins to account of safe deposit box under date of September 1918, and in reply thereto beg to advise that I am under the impression that this box was surrendered by the holder thereof on or about October 1917 and I had considered the charge therefor closed at that time.

Will you kindly advise me if I am not correct in this assumption?

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Charge to the account of ALBERT H. T BANZHAF $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's

Check

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 16 1919

Big 4

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

THIS MORNINGS WORLD RAN STORY THAT YOU PICKFORD FAIRBANKS HART CHAPLIN HAD FORMED COMBINATION TO DISTRIBUTE OWN PICTURES MANY INQUIRIES BEING ASKED AS TO AUTHENTICITY IF TRUE CAN YO NOT KEEP THIS ORGANIZATION OUT OF EITHER THE NEW OR OLD FACTIO AND ACTUALLY DO YOUROWN DISTRIBUTION WOULD EVEN SUGGEST PUTT MCCARTHY IN CHARGE OF SUCH PROPOSITION AS HE WOULD TRY TO WORK HARD AS YOU DO AND SUCH WORK WILL BE NEEDED ON SUCH COMBINATI

BANZHAF

First National Exhibitors Exchange
T. L. TALLY, FRANCHISE HOLDER
FOR SOUTHERN CALIFORNIA AND ARIZONA
THE FIRST NATIONAL EXHIBITORS CIRCUIT, INC.
833 South Broadway Los Angeles, California

January 16th, 1919.

Mr. D. W. Griffith,
Griffith Studios,
Hollywood, Cal.

Dear Mr. Griffith:

Enclosed find copy of wire which has been sent to all of our members today. I know this will clearly define the attitude of the First National Exhibitors' Circuit towards the Stars. Our interests are mutual and we need your cooperation as much or more than you need ours.

Yours very truly,

JDW*RK

J D Williams

CONFIRMATION

Los Angeles, Cal.
January 16, 1919.

To dispel any rumors that may have emanated from this city yours board of directors wish to assure you that there has been no amalgamation as far as the First National is concerned. Your board of directors hold that our organization shall continue undisturbed in its efforts for the encouragement of greater and better pictures to be distributed independently of each other and to be sold strictly on their individual merits according to box office values. Charlie Chaplin Mary Pickford Anita Stewart Norma Talmadge and Jack Pickford contracts will be carried out. Contracts with several others have been made. Definite announcements covering these contracts will be sent to you through the regular channels later.

Robert Lieber, President,
Per H. Schwalbe, Secretary.

C. A. SCHALLENBERGER

J. W. KAYS

Bush

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

Jan. 16th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

Attention Mr. Bidwell,

RE: Policy #EY-060651 "Ocean"

Gentlemen:

Enclosed herewith please find payroll report blank which we ask that you kindly complete by giving us the actual wages expended by you during the period November 26th, 1918 to January 1st, 1919, and return to us at your earliest convenience.

Yours very truly,

J. W. KAYS COMPANY, INC.

By W. M. Campbell

J.W.Kays

To THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LIMITED

_____ 19___

Name of Assured D.W.GRIFFITH Policy No. EY-060651

I/We hereby certify that the following is a true and complete statement of all compensation including all bonuses, overtime or other allowances earned or allowed to all persons on my/our payroll or in my/our employ referred to in the schedule of the above mentioned Policy for the period of 1 month, commencing on the 26th day of Nov 1918, and ending on the 1st day of January 1919.

Location and place where work was carried on	Complete description of work performed	Compensation earned or allowed employees		Rate	Premium		Classifications
Sunset Blvd., & Hill Crest State of Calif.	MOTION PICTURES:	$		$			
	1. Production of, instudios and outside-including all operations up to the development of negatives	1985	98	2.86			
	2. Development of negatives, printing positives and all subsequent operations except the marketing of the product through film exchanges at locations other than the studios	4536	33	.37			
	Premium Computation Basis-The actual remuneration of players or entertainers mustbe used unless the amount exceeds $100 per week, in which event that sum shall be used as representing the actual weekly remuneration or each player or entertainer.	12694	79		12694	79	
	3. Planing and moulding mill, including mill and carpentry shop and property makers with yard	12362	45	2.87	12362	45	
Write the word "NONE" after any of the above classifications for which you have had no payroll expenditure.	4. Office employees	1239	32	.11	1239	32	
	5. Outside salesmen, etc.	None		.61	None		
	6. Drivers and helpers	None		2.15	None		
	7. Chauffeurs & helpers	None		1.81	None		
	8. Board & Lodging: when furnished the employee to be included and shown here separately and figured on a basis of value to employee (not cost to employer) and show to what classification it belongs				None		
	TOTAL						

Signed in the presence of

_____ Signature _____

this _____ day of _____ 19___ Official Position _____

Special attention is called to the necessity of stating clearly and distinctly the location and class of work in detail and amount of expenditure in each state.

This report should be compiled in accordance with the classification and conditions of the policy as the report will be verified by our Payroll Auditor who will call upon you as early as possible.

Form 30376 D

Dow & Co

OFFICERS
MAIN OFFICE
JOHN W. HARDENBERGH, PRESIDENT
WILLIAM J. FIELD, VICE PRESIDENT
JAY S. PERKINS, SECRETARY & TREASURER
J. RICHARD TENNANT, ASSISTANT SECRETARY
ROBERT S. CARMICHAEL, ASSISTANT TREASURER
GROVE STREET BRANCH
338 GROVE STREET
JAMES G. MORGAN, VICE PRESIDENT
J. HENRY CASTENS, ASSISTANT TREASURER
S. LE ROY HETRICK, ASSISTANT SECRETARY
LYMAN H. OPDYCKE, ASSISTANT SECRETARY
FIVE CORNERS BRANCH
660 NEWARK AVENUE
ALBERT I. DRAYTON, VICE PRESIDENT
CHARLES L. DECKER, ASSISTANT TREASURER
EDWARD HENN, ASSISTANT SECRETARY

COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. January 16, 1919

A. H. T. Banzhaf, Esq.,
2 Rector Street
New York City

Dear Sir:-

For your information re your inquiry of the 14th inst. the Safe Deposit Box #979 in the name of B. J. Jenkins is still in commission; Mr. Jenkins still being in possession of the keys and no surrender having been made.

Yours very truly,

J. R. Tennant

Ass't Secretary

F. A. McDONALD, President
H. S. LEWIS, 1st Vice-President
H. H. BOSELEY, 2nd Vice-President

S. U. ANDERSON, Treasurer
GLENN HARPER, Secretary
2024 OAK STREET

THEATRE OWNERS' ASSOCIATION, INC.

LOS ANGELES, CALIFORNIA

Jan. 16th, 1919.

Mr. D.W.Griffith,

City.

Dear Mr. Griffith:

We wish to extend to yourself and associates our most profound congratulations and best wishes for the successful launching of the "Big Five" organization.

It is the writer's belief that the Exhibitors throughout the United States will welcome with open arms this new movement you are fostering. The elimination of the many troubles that have heretofore existed between the Exhibitors and the Exchanges will undoubtedly build for you an enviable reputation, and enhance the popularity you now justly enjoy.

Again wishing you every success, we remain,

Yours very truly,

THEATER OWNERS ASS'N, INC.

Glenn Harper

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1919 JAN 17 PM 5 20

WESTERN UNION TELEGRAM

BROADWAY N.Y.

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1919 JAN 17 PM 5 07

D347KS 20

AX LOSANGELES CALIF 111P 17

ALBERT H T BANZHAF

2337

2 RECTOR ST NEWYORK NY

SURPRISED AT YOUR WIRE RECOMMENDING MCCARTHY DO YOU THINK HE IS MORE LOYAL OR CAPABLE THAN OFFICE AT SEVEN-TWENTY

GREY.

Form 1228

Charge to the account of ALBERT H T BANZHAF $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 18 1919

ALBERT L GREY HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

YOU KNOW HOW I FEEL REGARDING MaC STOP MY ADMIRATION FOR HIS ORGANIZING ABILITY ONLY PROMPTED SUGGESTION ALSO CONSIDERATION OF FACT THAT DISTRIBUTING PLAN MUST NOT BE CONSIDERED BY OTHERS IN NEW COMBINATION TO BE SOLELY GRIFFITH INTEREST OTHERWISE JEALOUSIES AND DISTRUST WOULD UNDOUBTEDLY CAUSE FRICTION FROM START HOWEVER MAN WHO APPLIED TO GRIFFITH TO TAKE CHARGE BEST POSSIBLE BET FOR HE HAS CONFIDENCE OF ALL IN COMBINATION STOP YOU AND I CANNOT LET PERSONAL FEELINGS STAND IN WAY OF THIS WONDERFUL PROPOSITION AS FIRST SIX MONTHS OR YEAR WILL BE CRUCIAL YOU KNOW THAT IF OTHER TALENT BELIEVE THEY WERE TO BE GOBBLED UP BY SOLELY GRIFFITH ORGANIZATION PLAN COULD NOT BE SAFELY LAUNCHED MY SUGGESTION WENT AGAINST GRAIN BUT WAS MADE ON ACCOUNT OF FOREGOING REASONS WILL LEAVE MONDAY

BANZHAF

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

Los Angeles, California,
January 18, 1919.

Mr. David W. Griffith,
Los Angeles, California.

My dear Mr. Griffith:

We will release "The Romance of Happy Valley" on January 26, 1919. We will release your fourth picture March 23, 1919, your fifth picture May 25, 1919, and your sixth picture August 31, 1919.

Any new productions made by you, after you have delivered us the sixth picture, and made for yourself or others, may be advertised or otherwise announced on and after the 31st day of October, 1919, and released on and after the 30th day of November, 1919.

All guarantees are to be extended for one month from the date when they would otherwise mature.

Respectfully yours,

FAMOUS PLAYERS-LASKY CORPORATION

By Elek Joshua Ludwig
Secretary.

ACCEPTED:

_____

See reply May 6-19
Filed Miscellaneous Correspondence II
Safe

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

January 18, 1919.

Mr. Lee Johnson,

Studio.

Dear Sir:

As per our verbal understanding, you have furnished us several themes for Chinese music and in remuneration therefore we have placed you on our payroll two weeks, at $65.00 a week. We are handing you herewith the second weeks check, which completes this arrangement.

Will you kindly acknowledge this on the line below, for our records?

Yours very truly,

D. W. GRIFFITH STUDIO.

BY E. C. Bidwell

MANAGER.

In acknowledgement of the above, I hereby release to D. W. Griffith, the musical theme above referred to.

Lee Johnson

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

January 18, 1919.

David W. Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

I enclose herewith certificate of copyright registration for THE ROMANCE OF HAPPY VALLEY.

Very truly yours,

Fulton Brylawski
DEC

FB/DEC
1 Encl

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein, have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

David W. Griffith 450 Sunset Blvd.
Los Angeles Cal. Title of motion-picture photoplay:
The Romance of Happy Valley.
Story by Mary Carlemar.
Direction and Photoplay by
David W. Griffith, of the United
States. 5 Reels. Reels 1-6.

Date of publication Dec. 31, 1918. Copies received (each 1) Jan. 14, 1919.

Description received Jan. 14, 1919. Entry: Class L, XXc., No. 132.62

[SEAL]

Thorvald Solberg
Register of Copyrights.

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY N. Y.

U50GS XV 14 NITE

AX LOS ANGELES CALIF JAN 19 1919

ALBERT H T BANZHAF 7051

2 RECTOR ST NEWYORK

THINK BEST FOR GRIFFITH INTEREST TO KEEP AS FAR FROM MAC AS POSSIBLE

REGARDS

GREY

558AM

January 20, 1919

Miss Mattie V. Oglesby,
Worth,
Oldham County, Ky.

Dear Mattie:

Your communication to D. W. sometime ago was received by him and wire was sent immediately but for some unknown reason same was returned, giving notice of insufficient address. Enclosed please find check.

Of course, I am wondering if owing to the fact of its having been delayed, if same can be used by you . However, I rather think that you might find some spot to put it in. D. W. and myself sincerely hope that the delay has not caused you any great inconvenience.

Trusting this finds you enjoying the best of health, with all good wishes

Most sincerely,

This Mortgage, Made Jan. 20, 1919

by David W. Griffith, a single man, of San Fernando, California hereinafter referred to as mortgageor,

to John C. Hinkle

hereinafter referred to as mortgagee,

Witnesseth: That the mortgageor mortgages to the mortgagee that real property in the County of Los Angeles, State of California, described as follows:

That Part of Lot three (3) in section One (1) Township Two (2) North Range Fifteen (15) west, S.B.M., in the county of Los Angeles, State of California, described as follows: Beginning at the northwest corner of said lot; thence east along the north line of said lot, four hundred twenty (420) feet, thence in a southerly direction, parallel with the west line of said lot, five hundred three and three tenths (503.3) feet thence west, parallel with the north line of said lot, to its west line thence northerly along said west line to the place of beginning. Also beginning at a point in the west line of Lot three (3) five hundred and three tenths (503.3) feet from the northwest corner of said lot; thence east parallel with the north line of said lot, four hundred twenty (420) feet, thence south parallel with the west line of said lot, one hundred seventy one (171) feet; thence west parallel with the north line of said lot, 420 feet; thence along the west line of said lot, 171 feet to the place of beginning.

and the reversions, remainders, rents, issues and profits thereof, together with all water, water rights, pipes and flumes, in any wise appertaining to said land, and all buildings now, or which may during the life of this mortgage be erected on said property, for the purpose of securing the performance of the promises and obligations of this mortgage, including the payment of note (and all renewals and all extensions thereof) in words and figures as follows:

SECURED BY MORTGAGE

$2000.00 San Fernando, ~~Los Angeles~~, Cal., Jan. 20, 1919

Two years after date,

for value received I promise to pay

to John C. Hinkle or order

at San Fernando, Cal.

the sum of TWO THOUSAND AND NO/100 Dollars,

with interest from date until paid, at the rate of seven

per cent. per annum, payable semi annually;

should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States.

40¢ R.S. applied to mtgs note

David W. Griffith

This mortgage also secures the repayment of such additional sums, not to exceed $, with interest thereon, as may be hereafter borrowed and received by said mortgageor from said mortgagee and evidenced by another promissory note or notes executed and delivered therefor by said mortgageor to said mortgagee.

The mortgageor agrees to keep the buildings now, or which may be placed, on said property insured against fire during the life of this mortgage, for the benefit of the mortgagee, in an amount required by, and in such company or companies as are satisfactory to, the mortgagee, and to immediately deliver the insurance policy or policies to the mortgagee.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The mortgageor agrees to pay as soon as due all taxes, assessments and incumbrances which may appear to be liens upon said property or any part thereof, including taxes levied upon this mortgage or the debt secured hereby, and hereby waives the right to treat the payment thereof as a payment on the debt hereby secured.

Should the mortgageor fail to pay said taxes, assessments or incumbrances, or keep the buildings insured or deliver the policy, as aforesaid, the mortgagee may satisfy said lien or effect such insurance and may advance and expend money to protect said premises from waste or neglect, said mortgagee being the sole judge of the necessity therefor, and all sums expended in the performance of the acts above mentioned shall bear, from the date of payment, the same rate of interest as the principal sum hereby secured. If any of the above conditions are not performed or promises kept, the mortgagee may elect to declare the hereinbefore mentioned sums due and payable and the filing of a complaint in foreclosure shall be conclusive evidence of such election. In such action there shall be allowed an attorney fee to be fixed by the Court, whether said action proceeds to judgment or not, also the amount expended for searching the title of said property subsequent to the execution of this mortgage for the purposes of said action. In such action the decree shall provide that the mortgaged property shall be sold as a whole or each parcel, lot, part of lot or section, separately, at the option of the mortgagee. The mortgagee may at any time, or times, without notice, release portions of said mortgaged property from the lien of this mortgage without affecting either the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged property for the amount of the indebtedness unpaid and the performance of the obligations of this mortgage.

Every fee, sum or expenditure herein mentioned shall be secured hereby. Every stipulation, promise or agreement aforesaid shall be binding on the successors of the parties hereto.

Witness my hand David W. Griffith

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this Twentieth day of January, 1919 before me Geo. H. Schneider a Notary Public in and for the said County, personally appeared David W. Griffith

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Witness my hand and official seal.

Geo. H. Schneider
Notary Public in and for the County of Los Angeles, State of California.
My Commission Expires August 31, 1921

Mortgage

David W. Griffith

TO

John C. Hinkle

DATED January 20, 1919.

Los Angeles Title Insurance Co.
INCORPORATED AUG. 21, 1890
626 SOUTH SPRING STREET
LOS ANGELES, CAL.

Your escrow No.
Order No. 14266

When recorded please mail this instrument to
1st Nat. Bank
San Fernando
Calif.

RECORDED AT REQUEST OF
Los Angeles Title Ins. Co.
JAN 28 1919
At 8:20 A.M.
in Book 4268 Page 327
of Mortgage
Records Los Angeles Co., Cal.
C. L. LOGAN, COUNTY RECORDER
By [illegible] DEPUTY
Fee $ 1.60
#56

SECURED BY MORTGAGE

San Fernando,

$ 2000.00 ~~Los Angeles~~, Cal., Jan. 20, 1919

Two years after date,

for value received I promise to pay

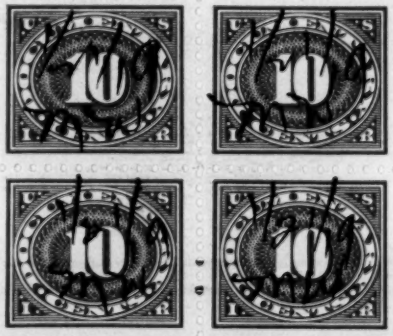
to John C. Hinkle or order

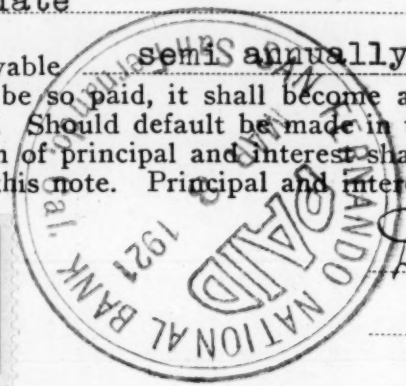
at San Fernando, Cal.

the sum of TWO THOUSAND AND NO/100 Dollars,

with interest from date until paid, at the rate of seven

per cent. per annum, payable semi annually;
should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States.





LOS ANGELES TITLE INSURANCE CO., 626 SOUTH SPRING STREET

THIS AGREEMENT made and entered into on this 21st day of January, 1919, by and between DAVID W. GRIFFITH, for convenience sake hereinafter sometimes called the "Producer", and FIRST NATIONAL EXHIBITORS CIRCUIT, INC., a New York corporation, for convenience sake hereinafter sometimes called "Exhibitor",

W I T N E S S E T H:

In consideration of One ($1.00) Dollar lawful money of the United States of America by each of the parties hereto paid to the other party, the receipt whereof is hereby mutually acknowledged, and in consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

The producer promises and agrees that, as soon as his present contract (with the amendments thereto) with Artcraft Pictures Corporation is completed, he will manufacture, produce, and deliver to the exhibitor for exhibition and releasing purposes three (3) photoplays (each of which shall be not less than 5500 feet and not more than 8000 feet in length) for the sum of Two Hundred Eighty-five Thousand ($285,000.00) Dollars for each photoplay, payable as hereinafter recited, to be delivered to the exhibitor at Los Angeles, California; and when delivered the photoplays shall be delivered to the exhibitor by the producer not less than six (6) weeks nor more than eight (8) weeks apart; and the exhibitor

D. W. GRIFFITH COLLECTIONS
MUSEUM OF MODERN ART FILM LIBRARY

hereby promises and agrees to accept said photoplays at Los Angeles, California, and to exhibit and release the same as herein provided for and to pay the producer therefor the said sum of Two Hundred Eighty Five Thousand ($285,000.00) Dollars each for the same, payments to be made as hereinafter recited, with the understanding that the photoplays shall be delivered not less than six (6) weeks nor more than eight (8) weeks apart.

The word "photoplay" as used in this contract is understood to mean two negatives and one positive print made therefrom, of a motion picture to be manufactured and produced by the producer.

The title to the said photoplays, to the negatives thereof, and to each and every positive print made therefrom whether made by the producer or by the exhibitor, shall be, remain in, and vest in the producer for all time, notwithstanding the terms and provisions of this contract. But the exhibitor shall have the right to the possession of the same for exhibition and releasing purposes throughout the United States for that period of time from the delivery of the respective photoplays to the exhibitor, to the expiration of the period of five years from the date of the delivery of the last photoplay to the exhibitor; and the exhibitor shall have the right to the possession of the same for exhibition and releasing purposes throughout the world excepting the United States for that period of time from the delivery of the respective photoplays to the exhibitor, to the expiration of the period of six years from the date of the delivery of the last photoplay to the exhibitor; and

during said times the exhibitor is hereby granted the exclusive right to release, distribute, and/or exhibit, and to cause to be released, distributed, and/or exhibited, the same in the said United States and in the remainder of the world according to the terms and conditions of this agreement.

The exhibitor shall have the right, at its own expense (upon condition that it affix to each such print under the caption the copyright notices required by law), to reproduce from the negatives of any photoplay delivered hereunder as many positive prints thereof as it may require in its business, without any further payment to the producer; upon the further condition, however, that each such positive print shall immediately, upon being made, become, remain, and be, the sole and absolute property of the producer, subject only to those exclusive rights granted to the exhibitor by this contract; and provided further, that the producer may elect to manufacture and make the needed positive prints of any photoplay for the exhibitor, in which case the exhibitor shall pay the producer for all positive prints so made by the producer (except the one to be delivered with the negatives), at the rate of three and three-fourths (3¾) cents per foot; provided, however, that the exhibitor shall pay to the producer upon his demand the United States Government tax upon the film; the purpose of this clause being to give to the producer the right to control the artistic quality of the positives which are to be exhibited throughout the world.

At the end of five years from the date of the delivery of the last photoplay manufactured and produced hereunder, the exhibitor shall return to the producer without cost to or payment from him, each photoplay, all negatives, and all pos-

itive prints thereof then in existence, whether made by the producer or by the exhibitor, excepting those then being used in foreign countries which are to be returned in six years; and thereafter the exhibitor shall not make nor permit others with its consent to make reproductions or so-called "dups" of any of said photoplays or any part thereof, and the exhibitor shall not release, distribute, exhibit, or with its consent permit to be released, distributed or exhibited, any such photoplay or negative or positive print thereof.

Exhibitor to make no changes in finals

It is distinctly understood and agreed that after the photoplay is delivered to the exhibitor, no changes, interpolations, modifications, additions, or eliminations of any kind shall be made in any photoplay or any part thereof (this includes title and sub-titles), except such changes as the exhibitor may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered by the producer. The exhibitor shall not permit the exhibition of any photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of the exhibitor shall be so drawn as to protect the producer in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the producer to the exhibitor. The exhibitor hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts

with other exhibitors.

For the rights hereby granted to it, for the possession of said photoplays, and for the execution of this contract by the producer, the exhibitor shall pay to the producer Two Hundred Eighty-Five Thousand ($285,000.) Dollars per picture, or the total sum of Eight Hundred Fifty-five Thousand ($855,000.00) Dollars, which consideration shall be paid in installments as hereinafter provided.

All said payments shall be paid to the producer at Los Angeles, California, (unless the producer otherwise directs) in gold coin, or by a certified check made payable to the producer and issued by a responsible Los Angeles or New York bank.

The sum of Fifty Thousand ($50,000.00) Dollars shall be paid to the producer by the exhibitor upon the execution of this contract, as a consideration for its execution by the producer, but if the exhibitor keeps and fulfils its part of this contract said Fifty Thousand ($50,000.00) Dollars shall be credited upon the final payment due for the last or third picture.

The sum of Ninety-Two Thousand Five Hundred ($92,500.00) Dollars shall be paid to the producer upon his demand when he starts work on the first picture. The said sum of Ninety-Two Thousand Five Hundred ($92,500.00) Dollars shall be credited upon the Two Hundred Eighty-Five Thousand ($285,000.00) Dollars due for the last or third picture.

The sum of One Hundred Twenty-five Thousand ($125,000.00) Dollars shall be paid to the producer, upon his thirty-day demand, when he starts work on the second picture, which payment shall be known as and called the "first advance payment".

The sum of One Hundred Twenty-five Thousand ($125,000.00) Dollars shall be paid to the producer, upon his thirty-day demand, when he starts work on the third picture, which payment shall be known as and called the "second advance payment".

When the first photoplay (two negatives and one positive print) is delivered at Los Angeles, California, to the exhibitor or some one designated by it, the exhibitor shall pay to the producer therefor, the sum of Two Hundred Eighty-five Thousand ($285,000.00) Dollars less the said advance payments of $125,000.00 each, which advance payments amount to the total sum of Two Hundred Fifty Thousand ($250,000.00) Dollars.

When the second photoplay (two negatives and one positive print) is delivered at Los Angeles, California, to the exhibitor or some one designated by it, then the exhibitor shall pay to the producer therefor the sum of Two Hundred Eighty-five Thousand ($285,000.00) Dollars.

When the third photoplay (two negatives and one positive print) is delivered at Los Angeles, California, to the exhibitor or some one designated by it, the exhibitor shall pay to the producer therefor, the sum of Two

Hundred Eighty-five Thousand ($285,000.00) Dollars less the sum of One Hundred Forty-two Thousand Five Hundred ($142,500.00) Dollars (said $142,500.00 being the sum total of the first two payments made hereunder, to-wit, the $50,000.00 payment and the $92,500.00 payment).

The exhibitor admits knowledge of the fact that the producer is now under contract with a corporation known as and called "ARTCRAFT PICTURES CORPORATION", which corporation has recently been merged with a corporation called "PARAMOUNT PICTURES CORPORATION", and the exhibitor admits knowledge of the terms, conditions and provisions of said contract and the amendments thereto, and especially of that clause therein worded as follows:

See pg 16 of Paramount contract

> "It is further specifically agreed by the producer that the name of David W. Griffith shall not be announced as author, director, producer, or in any other capacity, in connection with any production other than the six productions deliverable hereunder to the distributor, and that no production directed or supervised by the producer shall be released for a period of four months after the release of the last picture deliverable under this agreement, nor shall same be announced for a period of three months from the release of the last picture deliverable hereunder."

not to be released 4 months announced 3 "

It is understood and agreed that this contract is made subject to the aforementioned contract and that no photoplay to be made, manufactured and delivered hereunder shall be released so as to cause a breach on the part of the producer of said con-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

tract between the producer and the Artcraft Pictures Corporation; and in order to protect the producer it is understood and agreed that if he completes any photoplay or photoplays which he is to manufacture and produce hereunder, within the prohibited period of time, he may retain possession of the same, and he need not deliver the same to the exhibitor until the prohibited period has expired, and the exhibitor in the meantime shall obey the inhibition against announcing the photoplay and shall otherwise so conduct itself as not to cause a breach of said contract and amendments thereto between the producer and the said Artcraft Pictures Corporation now merged with said Paramount Pictures Corporation. In this connection it is understood that the first picture to be delivered to the exhibitor by the producer hereunder, may be released by the exhibitor at least as early as January 15, 1920.

It is understood and agreed that the producer shall deliver to the exhibitor said photoplays not less than six (6) weeks nor more than eight (8) weeks apart, and the exhibitor shall accept said photoplays when offered in this way of time and pay for the same as herein provided for; and the exhibitor must release each photoplay throughout the United States within not less than six (6) weeks after the producer has delivered such photoplay to the exhibitor. Before the delivery of each photoplay the producer shall give the exhibitor at least

thirty days (30) notice of the intended delivery.

All taxes, assessments, licenses, or other imposition of governmental authority, whether national, state, or municipal, which may be imposed or collected by authority of law, upon, against, or on account of said photoplays, shall be paid by the exhibitor, provided, however, this clause does not include any personal income tax of the producer, or any tax, assessment, license, or imposition properly chargeable to the making or producing of the photoplay itself excepting the government war tax upon the film as hereinbefore mentioned.

This clause shall not prevent the exhibitor from making and selling subject to the approval of the producer first had and obtained as to form and style, advertising sheets in block type or stock paper, accessories, heralds, slides, photographs, etc., incidental to the business.

Lithographs used by the exhibitor or others releasing the said photoplays by authority from the exhibitor or through contracts with it, shall first be approved by the producer, and no lithograph relating to any photoplays covered by this contract shall be used by the exhibitor or others releasing by authority from it or under contract with it, except those which have first been approved by the producer or by Albert L. Gray at his New York office.

The name of David W. Griffith at his option

shall receive "chief prominence"; and by "chief prominence" is meant that his name shall be in letters at least twice as large as those used in any other part of the subject matter in which his name appears in all advertising and literature used in connection with the advertisement and/or exploitation of the photoplays herein mentioned. No star or actor shall be starred or featured over the producer, and the name of David W. Griffith shall be in letters at least twice as large as those used in announcing or naming any of the cast, in all advertising and literature used in the advertisement and/or exploitation of said photoplays, unless the producer in writing otherwise directs.

All advertising and literature shall be first approved by the producer or by Albert L. Gray at his New York office, before it is made or used by the exhibitor. This clause must be strictly obeyed by the exhibitor, in order that the good name of the producer throughout the world as a manufacturer and producer of first class photoplays may be preserved.

The exhibitor shall proceed to exhibit and/or release photoplays delivered to it hereunder, throughout the United States within six weeks after delivery, and throughout the remainder of the world within a reasonable time after the individual photoplay is so delivered to the exhibitor; and unless a photoplay is generally exhibited and/or released by the exhibitor throughout the United States within two (2) years after its delivery to

the exhibitor by the producer, the rights of the exhibitor hereunder in and to said individual photoplay shall immediately cease, and the said photoplay and all negative and positive prints thereof shall be immediately returned to the producer. In conducting the business of exhibiting and releasing the photoplays delivered hereunder, the exhibitor shall at all times conduct said business in a dignified way and manner and commensurate with the standing of the producer in the motion picture industry, and in a way and manner not to injure the producer or his reputation which the exhibitor hereby acknowledges to be most excellent and of the very best in the business.

The exhibitor agrees, at its own cost and expense, but in the name of the producer, to do all acts and take all proceedings necessary or expedient to the securing of copyright registration in each of such photoplays in all countries of the world.

The application for copyright registration in the name of the producer as proprietor of such copyright and the two prints necessary to secure copyright registration in each such photoplay shall be promptly deposited by the exhibitor, at its own cost, in the office of the Register of Copyrights not later than the date of the release of such photoplay within the United States.

The exhibitor shall within ten (10) days after the date of the release of each such photoplay in

the United States send to the producer by mail a certificate of such copyright registration in respect to each of such productions.

The exhibitor agrees to insert underneath the caption of each photoplay on each reel of film all the copyright notices as required by the law of the country in which such photoplay is released, distributed or exhibited.

During the term of this contract the producer hereby makes the exhibitor his attorney in fact, (but at the exhibitor's own cost and expense) to its own use to protect its rights in each such photoplay in whatever lawful manner it shall deem fit in all countries of the world; to prevent any infringement thereof; to prosecute in all courts any and all persons for the unauthorized use, reproduction, production, performance, release, distribution or exhibition of any such photoplay or any version thereof, to execute, acknowledge, deliver and verify all instruments, documents, and each and singular all papers pertaining to, part of, or necessary in any action, suit or special proceeding in any and all courts brought for that purpose.

The exhibitor shall indemnify and keep harmless the said producer against any loss, damage, costs, expense or liability whatsoever arising out of the exercise of any of these powers by the exhibitor.

For the purpose of the provisions of this paragraph of this contract, the United States and Canada are hereby divided into the following sections with a percentage number after each section:

SECTION OR TERRITORY	PERCENTAGE
Southern California and Arizona, ...	2 5/14
Northern California, Nevada, Hawaii, . . .	3 2/14
Alaska, Washington, Oregon, Northern Idaho,	4
Utah, Colorado, Wyoming, New Mexico, Southern Idaho, ...	2 3/8
Canada, West of Ft. William, ...	2 5/8
Illinois, ...	7 3/4
Indiana, ...	3 1/8
Iowa, Kansas and Nebraska, ...	5 5/8
Michigan, ...	4
Minnesota, Wisconsin, North and South Dakota, ...	5 1/2
Missouri, ...	3 3/4
Ohio, ...	6 1/4
New England States, ...	7 1/2
Maryland, District of Columbia, and Delaware, ...	2 1/2
New Jersey, ...	3 1/2
New York, ...	14
Western Pennsylvania and West Virginia, .	4
Eastern Pennsylvania, ...	4 3/8
All Canada East of Ft. William, ...	3 1/8
Georgia, Florida, Alabama, Virginia, North and South Carolina, ...	3 3/4
Louisiana and Missippi, ...	1 1/4
Texas, Oklahoma and Arkansas, ...	4 3/8
Kentucky and Tennessee, ...	1 1/2

Where a state is divided in the foregoing list, it is understood that within ninety days after the execution of this contract the exhibitor will furnish to the producer a list of the counties of each state so divided, so as to show just which territory of a state is in each section. If any of said sections as a whole through or by means of adverse legislation or censorship control prevents the releasing and/or exhibition of any photoplay produced

hereunder by the producer for ninety days after a bona-fide endeavor on the part of the exhibitor to so release and/or exhibit the same, then the exhibitor shall give the producer written notice to that effect, and within thirty days thereafter the producer shall pay to the exhibitor one-half of the percentage set opposite such political subdivision, as shown by the foregoing table, of the cost of the photoplay, the same to be paid within thirty days after said notice. For example, if the State of Michigan refuses to permit the exhibition and/or release of any photoplay for a period of ninety days after a bona fide endeavor is made on the part of the exhibitor to so release and/or exhibit such photoplay in Michigan, then the exhibitor, after said ninety days, shall so notify the producer; and the producer shall within thirty days thereafter pay to the exhibitor, one-half of four (4%) per cent of the cost of the photoplay, which cost as agreed upon by the parties hereto is $225,000.00 in the United States. Where any section as shown by the foregoing list or schedule comprises more than one state or more than one self-governing district or political subdivision, and one or more of the self-governing political subdivisions refuse to permit within said period of time the exhibition and/or release of any photoplay, then the rebate or payment back to the exhibitor shall be figured in the same manner and way except it shall only be that portion of one-half of said percentage of the cost of the picture as the population of the refusing subdivision bears to the whole territorial subdivision of which it

is a part, as shown by the aforementioned list, and for figuring populations the 1910 census of the United States shall be used, and the last census of Canada shall be used. After such prevention and refusal in any section or portion thereof, and payment of one-half of said percentage by the producer to the exhibitor, the exhibitor shall not exhibit and/or release said photoplay in said refusing district or portion thereof without first paying to the producer the amount the producer paid back to the exhibitor on account of said prevention and refusal.

If the exhibitor shall breach this contract in any particular, or not live up to its strict provisions, it is understood and agreed that any waiver thereof by the producer shall not be considered as amending, altering, or changing the terms or provisions of this contract, and thereby the producer will not waive his right to take advantage of any subsequent breach, neglect, or failure on the part of the exhibitor.

No photoplay, motion picture or production manufactured or produced by the producer after he has fulfilled the provisions of this contract and delivered to the exhibitor the photoplays called for herein, shall be released, announced, or advertised until after eight (8) weeks after the delivery of the last photoplay call-

ed for hereunder to the exhibitor by the producer.

IN WITNESS WHEREOF, the parties to this agreement have executed the same the day and year first above written.

D. W. Griffith
Producer.

FIRST NATIONAL EXHIBITORS CIRCUIT, INC.,

By J. Wally
Vice President.

Attest:

H. Schwalb
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

66GS GW 39

FI NEWYORK NY 505P JAN 23 1919

ALBERT H T BANZHAF

HOTEL ALEXANDRIA LOSANGELES CALIF

HAVE CABLE INQUIRIES FOR GRIFFITHS PRODUCTIONS FOR BRITISH SOUTHAFRICA AND FEEL CONFIDENT OF CLOSING A DEAL IF YOU SUBMIT TO US BY RETURN TELEGRAM NAMES OF PICTURES AVAILABLE FOR THIS TERRITORY AND LOWEST PRICES ALSO INDICATE OUR COMMISSION

PIEDMONT PICTURES CORPN

439PM

Hearth
State
Rights

Dear Mr Griffith -
Will you accept this belated expression of appreciation of the interesting evening I enjoyed at your studio thru the courtesy of Mr Antony Anderson
"The Fall of Babylon" impressed me greatly - such marvelous architectural construction - it is almost unbelievable that such wonderful structures were erected in our world
What an endless amount

of research work, the buildings, characters, customs and costumes must have entailed.

You certainly possess a remarkable mentality to have worked out so successfully such a diffused undertaking

Thanking you again believe me to be

Sincerely yours

Juliet Wymat.

(Mrs. Wymat)

February twenty third

540 Idaho St. Pasadena

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MANAGEMENT
WILLIAM B. JAMES

HOTEL MANX

POWELL ST. AT O'FARRELL

SAN FRANCISCO Jan. 24,1919

Mr. E.C.Bidwell,
D.W.Griffith Studio,
4500 Sunset Blvd.
Los Angeles, Calif.

Dear Sir.

Your very courteous reply to our letter in re Mr. A.E. Howard is at hand.

Our representative in Los Angeles called on the gentleman, and he repudiated the indebtedness, but as I was held responsible for this over due charge on our books, and same was entered against my personal account, I naturally feel, that Mr. Howard should liquidate, and not make me, who acted with perhaps too much leniency in the matter, the sufferer.

I am enclosing you copy of a letter sent to Mr. Howard, which will be explanatory of my standing in the affair.

Thanking you for the promptness of your reply, I am,

Very truly yours,

W. B. James

Manager.

P.S. When I agreed to release the "act" which Mr. Howard was connected with, it was with the understanding that I was to have all that was coming to him at that time. He can not show where I agreed to release him of the entire debt.

W.B.J.

Santa Barbara, Jan. 24, 1919.

My dear Fairbanks:

Confirming our conversation of yesterday, I wish you would have each one of the "five stars" send me the following information right away:

1. Copy of existing contract or contracts with distributers.

2. Statement of gross receipts from their productions for the calendar year 1918, including the commissions paid to distributers.

3. Statement of the total amount paid to distributors for handling the product for the calendar year 1918.

4. Copies of any agreement or agreements concerning distribution of films in Canada or any foreign countries.

5. If there are any outside stars whose productions the new organization is inclined to handle, I should like to know their names and the dates when their existing contracts expire, and gross amount of business done.

I wish you would rush this information to me as quickly as you can.

For your convenience, I am sending you herewith four extra copies of this letter, one for each of the stars besides yourself.

With warm regard, I am

Cordially yours,

(Signed) W. G. McADOO

Douglas Fairbanks, Esq.,
Beverly Hills,
Los Angeles, Cal.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOLLYWOOD 2800

Hearts of W.

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Jan. 25, 1919.

Mr. A. H. T. Banzhaf,

Studio.

Dear Mr. Banzhaf:

The matter of the settlement for the prints of "Hearts of World" - which we have made here, has been handled thru so many angles that the determination of the exact amount due has been accomplished with considerable difficulty. I am handing you herewith tabulations, which, so far as I am now able, represent the charges of which we have record, and which show that we have been overpaid $13122.72.

Mr. Epping has questioned some of my charges and at the same time has apparently overlooked some of the details in the statements that I have rendered. One thing that I have not taken into consideration in this present statement is giving the New York Office credit for the footage tax which they have paid and which Mr. Epping shows as being $1547.24. However, in a telegram from him he stated that this was a duplication and that he was endeavoring to collect refund from the Government, and it would seem that when the correct figure is determined it will be so small that the Hearts of World office could simply bill us for the amount and let it be handled outside of this settlement.

In the statement of expense of positive stock which Famous Players furnished, you will notice that I have shown express charges on only three shipments, whereas there were eight shipments made in all. These three shipments were erroneously shipped with express charges collect and although we paid them at this end the New York office reimbursed us for same, but had it not been for these irregular proceedings, we would have no record of these expenditures. The Famous Players are undoubtedly entitled to credit for express charges on the total amount of film furnished us, which I estimate would increase the amount of their express charges about seven hundred dollars over the figures that I have given. Of course, they have the bills and can make a correct charge. I have only shown charges of which I had record.

Mr. Epping has stated that I do not show the correct amount received from COD shipments and believes that there is more credit due the New York office. I have given him several tabulations showing just what was received from COD sales and in these statements I have explained exactly the question that he is raising now.

However, I will check this over further and endeavor to see where the difference is and will advise accordingly.

Sickness in our office force has made it difficult to follow out this cost settlement, but I believe we are now very close to the end. Will you please advise whether or not my procedure appears to be proper and correct?

Yours very truly,

ECB:LW. BY E C Bidwell

January 25, 1919.

SYNOPSIS OF D. W. GRIFFITH'S PHOTOPLAY

"THE FALL OF BABYLON"

For a short time this story will lead us into an ancient land where costumes and customs are different but where we shall find the old loves and ambitions always the same. The city we shall visit is Babylon and the events recorded are according to recently excavated cylinders of Nabonidus and Cyrus and relate to Babylon's betrayal by the Priests of Bel.

These priests were the inventors of the water clock,-- the first device dividing the day into hours and the hours into minutes. The Priests kept this water clock in their high tower overlooking the walls of Babylon -- three hundred feet high and broad enough for the passing of chariots -- the only means of admittance to the city was by great gates.

From his high tower the Priest of Bel watches the image of the rival goddess, Ishtar, borne into Babylon on a great sacret ark. Before this magnificent conveyance dancing girls strew flowers and the citizens bow low. Deep hatred and jealousy can be read in the face of the Priest of Bel- Marduk as he watches this demonstration in honor of a hated rival.

On the great walls the two-sword man, Belshazzar's Might Man of Valor, keeps faithful guard over the person of his king and careful watch of his soldiers under him. Accompanied by the Princess Beloved, the King Belshazzar drives along the walls of his city.

Below, in the street, the Wild Mountain Girl, ragged and untamed, is having the time of her life. The Rhapsode, the poet-agent of the High Priest of Bel stops her and asks what she is doing in Babylon. Glibly she lies that she has come down for a new dress and the sad condition of the dress she wears gives the color of truth to her statement. The Rhapsode confesses he has been watching her for days and that each hour only adds to his love. But she inquires innocently just what love is. His answer is quick-- "Heaven--Hell--You--and kisses." She tells him frankly she likes kisses but runs away from

his ardent advances.

In a magnificent room in the harem of the Prince, a room of scented cedar, plated with pure gold, the Princess Beloved, favorite of Belshazzar holds to her breast a white love blossom from her prince. Meanwhile Nabonidus the old king decides to devote the rest of his life to religion and research and formally gives the kingship to Belshazzar, the Prince.

All these affairs of the Mighty have little to do with the Mountain Girl roaming the streets in search of adventure. On one corner she manages to trade a frown for three onions and these form a very palatable meal for her. But she has a brother who is worried over her wild antics and he decides to take her to the court to see what they can do with her. Here, before the first known Court of Justice in the world the girl is sentenced-- she must be sent to the marriage market to get a good husband.

She is carefully made up for the marriage market and finally her turn comes to be put on the block. Her brother endeavors to teach her the latest walk in order to add to her attractions, but she swaggers boldly upon the block and starts to eat her luncheon of favorite onions. Angrily her brother snatches the dainties from her but as soon as his back is turned she picks them up and wiping them off stuffs them back in her bag. The auctioneer does his best for her but she threatens to scratch out the eyes of a potential husband when he attempts to touch her. Her display of temper and rough language discourage any purchasers and in a final desperate effort to get rid of her the auctioneer offers an entire box of silver -- but no one will have her.

Just now Belshazzar, now ruling for his father, comes along in all his kingly pomp and glory. He stops an instant by the auction block and the Mountain Girl throws herself on her knees before him and raises a beseeching face to the king. "Oh, Lord of Lords! Oh, King of Kings, OH! masu, Oh, scorching sun of the mid-day, these bugs will not buy me for a wife! I dwell in sorrow." She tells the king and he is touched. Turning to his attendants he gives her his own seal -- giving her freedom to marry or not

as she wishes.

In distant Ninevah, the Rhapsode on a mission for the priests, dreams of the Mountain Girl. Gladly would he give his all for the opportunity thrown away by the men of Babylon. But the kindly act of the king causes her to vow eternal allegiance to Belshazzar.

In the wonderful room of the Princess Beloved, Belshazzar holds her close in his arms and promises to build her a city as beautiful as the memory of her own in a foreign land. Without, in the temple, virgins guard the sacred fires of life and dancing girls entertain the King and his beloved.

Different scenes are taking place in the camp of Cyrus, world-conqueror and deadly enemy of Belshazzar. Before the sacred image of the sun, Cyrus asks God through his mediator, the Sacred White Horse if the time be right for an attack on Babylon and the horse answers "yes". At this favorable answer all Cyrus' army bows in prayer before making preparations for the great attack.

Belshazzar, totally unconscious of the plots against his city, decides to visit the temple of the Moon God. On his way through the streets the Little Mountain Girl throws herself on the ground before him and kisses his feet. Now this is a capital offense - an outrage on the sacred person of the king -- but he forbids them to punish her and she renews her allegiance. He goes on to the magnificent temple of the Moon God and the Girl goes on her way, mixing with the citizens of Babylon. She hears her beloved King accused of being a traitor and immediately turns upon his accuser calling him a liar. For this terrible affront to the priesthood he orders that she be beaten to death. She struggles wildly against this fate but they hold her fast. Just then belshazzar again comes by returning from the temple of the Moon God and she appeals to him. She tells him the priest spoke evil of him and he orders her release.

In the camps of the enemy the troops are being carefully trained for the great assault -- Ethiopians, barbarians and savages are gathered together in this great army.

In the city, the Rhapsode, who has returned from his distant

mission, renews his suit but the girl will have nothing to do with him. She tells him that as long as Belshazzar lives she will wed no other man.

Nabonidus, the former king, has lost entire interest in the affairs of state and counts it a great day when he unearths an ancient tablet; all are unaware of the preparations of Cyrus, the Persian.

Belshazzar promises his beloved princess that he will begin building her city as soon as he conquers Cyrus -- he fondly believes that he is secure from attack.

The High Priest of Bel daily grows more jealous of the goddess of Ishtar, who now receives most of the revenue formerly diverted to him and he prefers to cast his fortunes with the enemy Cyrus rather than to submit to the new gods. Frenzied, he prophecies to the people the loss of their souls and the downfall of Babylon.

All preparations completed, the great Army of Cyrus makes their first move toward Babylon. In that city the treacherous high priest receives assuring news from the enemy leader.

Finally warning comes to Belshazzar and he takes a fond farewell of the Princess. She tells him that she will save her tears until his return -- if he comes not she will go to the death halls of Allat. He goes out to take charge of his legions against the attacking army and the Princess Beloved beseeches Ishtar to protect him.

The Mountain Girl comes in to her brother as he buckles on his armor for the fray and after helping him takes a discarded suit and puts it on herself. Then taking a hugh bow and quiver of arrows, she goes out also to fight for her Prince. On the walls she fights with the strongest men and drives home many deadly arrows.

The great gates of the city close against the enemy and huge tanks vomiting fire and deadly gas are used in the struggle. On the walls Belshazzar in full panoply of war defies the enemy and spurs on his men. Cyrus' hordes arrive at the outer walls and

immediately set up their battering rams and seige towers. The huge towers, covered with ox-hide are moved close to the walls and the fighting is deadly and furious. Many men are hurled from the walls and from the towers to instant death below and fire and burning oil are poured upon them. Great towers come crashing to earth burying thousands and huge catapults hurl terrible death to the brave defenders of the city. Inside the city's walls constant reinforcements are rushed to the defense and in the midst of all the turmoil the girl steadily and fearlessly fights on for her Prince and lover.

In the temples prayers are offered by the women and old men and burnt offerings are made to Ishtar, imploring her to seize the burning goddess and hysterical prayers are raised to her all through the day and night. In her apartments, the Princess Beloved prays frenziedly for the safety of Belshazzar and of the city while on the walls, the girl bravely fights on.

On all sides the city is fiercely assaulted. The Priest of Bel watches the fight from the tower, exposing himself to danger. A rock thrown from a catapult is coming straight at the Priest when the Rhapsode interposes his great shield and saves the life of the arch-traitor. This act brings the boy honor and he is appointed special messenger of the Priests of Bel.

Cyrus urges his army with commands to kill, kill, kill and to God be the glory! Into the night the fighting rages and the women come to take the places of the men slain on the walls.

From afar the Princess watches the fight go on and frenziedly implores Ishtar to fight for her beloved. The morning brings only fresh assaults and towers but Belshazzar's might Man of Valor and his legions oppose and hold in check the vast hordes of Cyrus until a new and flaming engine of destruction, belching fire and smoke, is launched against the towers of the Persians. This engine burns their towers and after more hours of fierce fighting the army of Cyrus is repulsed.

Inside the city, a wild paen of victory goes up to Ishtar.

In the great court of the palace over a mile in length is spread such a feast as was never known and wine flowed freely. Belshazzar and his Princess Beloved appear among their people and theirs is a golden moment of triumph. Before the great image of Ishtar human offerings are made and to Ishtar is given all praise for the victory.

At a gateway to the banquet hall among the throngs going and coming the Mountain Girl takes her stand and looks on at her hero's glory. She is happy in being even on the very fringe of affairs that add such luster to her hero.

While the feasting and rejoicing goes on the Priest of Bel, enraged at the failure of his scheme lays a deadly plan to betray the city of Cyrus that Belshazzar and his people may be slain as they feast. Madly he vows that tomorrow the God Bel shall reign supreme in Babylon.

Spiced wine made cool with snow from the mountains is passed around freely and beautiful dancing girls entertain the brave defenders of the city. Great tables are loaded with choicest foods and the feasting goes on for weeks.

In the tenement district our Little Mountain Girl enjoys simpler repast when she pays a few pennies for the privilege of milking a goat and after some trouble with the goat enjoys a healthy drink. Then she swaggers off in search of more adventure.

Meantime, the Rhapsode, unaware of the purpose, is instructed by the High Priest to have chariots at the great gate for a journey to Cyrus, After completing these arrangements for the journey, he turns his thoughts to love and the Mountain Girl. He finds her on the streets and tells her he is leaving on a journey to Cyrus. She instantly suspects danger to her Beloved Prince and thinking only of Belshazzar she leads on the love-sick boy until as always, since the beginning of time, between man and maid, boasting, he tells everything he knows. In this way she secures the password and promises to visit him.

The conspiring priests heave the banquet hall and come to where the chariots are waiting for them. With the Rhapsode as a guide they leave on their mission of treason. The girl bids a fond farewell to

the Rhapsode; all the while carefully watching what is going on. The great gates open to allow the chariots to pass out and from a nearby corner the girl carries on a little flirtation with one of the drivers-- all in the interests of her prince. She accepts his invitation to ride with him; as soon as she is in the chariot gains possession of the reins and, giving the driver a push, shoves him out of the vehicle and drives on herself with the treachercus priests. She now makes use of the password and follows them to the distant camps of Cyrus.

The priests are admitted to the tent of the Great Cyrus and the Girl loiters as close as possible learning as much as she can of their plan.

Meanwhile the feasting goes on in Babylon and all unheeding their danger they celebrate the feast of Tamus with dancing and religious rites.

The High Priests inform Cyrus that their priests alone guard the Gates to Babylon and that the army of Cyrus will find them open wheh they again attack the city.

Belshazzar and his Princess Beloved watch the feasting of their subjects and pass love tokens from one to the other in sweet security. All the while the great conspiracy goes on at the tents of Cyrus. The Mountain Girl watches and at last satisfied of their deadly purpose she goes to warn Belshazzar of the new advance on Babylon.

In the doomed city one of Belshazzar's trusted warriors tells his favorite among the dancing girls that their marriage will be announced - tomorrow; Belshazzar tells his Beloved Princess that he will commence building her city -- tomorrow: but all the while Cyrus' great army sweeps on to Babulon's destruction.

On the walls of the city there is great excitement but in the great halls of the palace Babylon's last Bacchanal is in full swing. There is dancing, and wine drinking, and carousing, and when the Mountain Girl tries to enter the great hall to warn the Prince she is delayed by the revellers.

Cyrus in his progress across the plains unites forces with his lieutenant, Gobryas.

The Mountain Girl finally gains access to Belshazzar and tells of

the danger impending but the King refuses to believe this treachery against him and turns a deaf ear to her entreaties to prepare his defences. While Belshazzar doubts, the army of Cyrus enters the gates left open by the priests and once inside the gates the massacre commences. The pious Nabonidus, father of Belshazzar, dies with his former subjects.

At last Belshazzar is convinced by his own servants who come wildly to him with the news and the great banquet hall turns to chaos. Belshazzar leaves the banquet room and going out onto the walls calls to his people to resist the invaders, but he can find only twelve guards to defend his palace gates against the hoardes of Cyrus. The Mighty Man of Valor leads these twelve against the army of Cyrus and his mighty sword takes its toll of the invaders. The Princess calls in vain on the people and the despoilers enter the banquet hall. Belshazzar takes a last farewell of his valorous friend and with his Princess goes back to his throne in order to escape the disgrace of captivity.

The Princess tells her cowering waiting girls that honor commands that they go with their Prince to the halls of death and forces them to drive the dagger into their own breasts. Then, with a last embrace, she and her glorious Belshazzar press the cold steel to their sides and when the gloating conquerors enter the great throne room they find the pair cold in death.

The conquerors celebrate their victory by an orgy of feasting and rioting and the populace joins in the cry "To God the glory! Long live Cyrus, King of Kings and Lord of Lords!"

The Mountain Girl has taken her place with the handful of defenders on the walls and fought desperately but without avail, and wounded, she crawls home when the Persians take possession.

The victors call the citizens who aided in the defense of the city before a court of their own and among the prisoners is the girl, now recovered from her wounds. They declare that she was found fighting with the defenders and the sentence is that she be run through the body with a sword and cast on the dung hills. The Rhapsode comes to her defense and tells the judges that she is no traitress -- she fought only for her country. He is in high favor because of his work in aiding the treacherous

priests and at his request her sentence is changed to banishment from Babylon forever.

The Rhapsode determines to share her exile and by an old gate on the outskirts of the city tells her than with his good spear, courage, and love he will build a new world for her. Belshazzar and all her ideal dreams gone, she goes into his arms and hand in hand they wander away down the banks of the Euphrates.

BABYLON

1 And now our fourth story of love's struggle against Intolerance, in that distant time when all nations of the world sat at the feet of Babylon.

2 Babylon, oh great and mighty city! Cradle of civiliza tion, mother of astronomy, arithmetic, the arts and the alphabet.
Note. Architecture, costumes and accessories of the ancient city, after cylinders recently excavated.

3 Outside of Imgur Bel, the great gate of Babylon, in the time of Belshazzar, 539 B.C.. Merchants, farmers, East Indians, with trains of elephants, Egyptians, Numidians, and ambitious Persians spying upon the city.

4 The High Priest of the great god Bel, in his secret chamber.
Note. The priests were acquainted with many principles of science, possibly in- cluding electricity.

5 The water clock, by which the movement of the stars is calculated.
"Everyone who carries a watch owes to the Babylonians the division of the hour into sixty minutes."
----Max Muller.

6 A Mountain Girl from the wilds of Susiana.

7 The Rhapsode, a poet-agent of the High Priest of Bel.

8 The priest of Bel-Marduk, supreme god of Babylon, watches while the image of the rival goddess Ishtar enters the city, borne in a sacred ark.

9 " Dearest one -- in the ~~xxxxxx~~ ash heaps of my backyard there will be small flowers; seven lilies -- if thou wilt love me -- but a little."

10 On the great wall.
The Prince, Belshazzar, son of Nabonidus, apostle of tolerance and religious freedom.
Note.. Replica of Babylon's enormous encircling walls, 300 feet in height, and broad enough for the passing of chariots.

11 The two-sword man, Belshazzar's faithful guard, a mighty man of valor.

12 The intolerant High Priest of Bel sees in the enthroneO ment of rival gods, the loss of his own powe rs in Babylon .

~~13 xxxxxxxxxxxxxxxxxxxxx~~ " Ishatr

13 " Ishtar, goddess of love, seven times seven I bow to thee
Let her enjoy this kiss."

14 The gate of Imgur Bel.

15 Hand maidens from Ishtar's Temple of Love and Laughter.

16 The Princess Beloved, favorite of Belshazzar, in a room of scented cedar, plated with pure gold, in the hareem of My Lord the Prince.

17 A love blossom from Belshazzar.
Stricken with her pale beauty, as though by white lightnin

18 The brother of the Mountain Girl, having some slight trouble with his high-spirited sister, takes his troubles to the court.

19 The first known court of justice in the World.
Note,, Babylonian justice according to the code of Hammurabi, protected the weak from the strong.

20 "Wool have I sold to Belshazzar and cannot get my coin."
Note, Babylon was not without its suffragette and in the provinces women often served as rulers.

21 look out Universal justice -- an eye for an eye, a tooth for a tooth, a murder for a murder. A ftaher having his tooth knocked out by his belligerent son, is awarded a tooth in return.

22 The Mountain Girl's brother teels the Judge that she is incorrigible.

23 The judgement is that she be sent to the marriage market to get a good husband.

24 ~~And again i Babylon.~~

25 The marriage market.
Money paid for beautiful women given to homely ones as dowers, so that all may have husbands and be happy.

26 Lips brilliant with juice of henna; eyes lined with kohl.
Note.. According to Heredotus, woman corresponding to our street outcasts were for life under ward of church and state.

27 " Tish, tish! 'tis no place to eat onions."

28 The auctioneer.

29 The girl's turn -- perhaps not so different from the modern way.

30 "

30 " Any man will be happy with this sweet wild rose -- this gentle dove."

31 " But touch my skirt and I'll scratch your eyes out."

32 The temper and rough language of the "wild rose" prove her to be not without thorns.

33 " With her goes a third of a mina of silver."

34 " You lice! You rats! You refuse me? There is no gentler dove in all Babylon than I!"

35 Belshazzar now rulihng for his father.

36 " Oh lord of lords! Ohm king of kings!"Oh masu! Oh, scorching sun of the mid day; these bugs will not buy me for a wife! I dwell in sorrow."

37 " This seal gives you freedom to marry or hot to marry-- to be consecrated to the goddess of love or not as thou choosest."

38 The Rhapsode, working in the tenements to convert back-sliders to the true worship of Bel.

39 " Put away thy perfumes, thy garments of Assinu, the femal man. I shall love none but a soldier.

40 The love-smitten Mountain Girl vows eternal allegiance to Belshazzar.

41 In the love temple.
Virgins of the sacred fires.

42 Belshazzar and Princess Beloved.
He promise to build her a city, beautiful as the memory of her own in a foreign land.

43 " The fragrant mystery of your body is greater than the mystery of life."

44 ------Belshazzar the King,
The very young king of Babylon-
And his Princess Beloved,
Cleverest and rarest of all his pearls,
The very dearest one of his dancing girls...

45 ,....while sings the Euphrates
on and on
To Belshazzar the King
The very young king
of Babylon.

OUT

46 Belshazzar, shepherd of the mighty nation, purified by the seared baths and a Sabbath of rest, visits the temple of the moon god.

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47 "

47 "My Masu, my hero-love."

48 Another agent of the High Priest of Bel, agitating against Belshazzar.

49 " Lies! Lies! Lies!"

50 For the affront to the Priesthood the High Priest orders that she be beaten to death with a rod of iron.

51 " I swear, oh Sar, this priest spoke evil of thee."

52 " Since when has the High Priest of Bel the power of death over my subjects."

53 Belshazzar again gives the girl her freedom.

54 In Babylon.
The High Priest courts public homage.

55 Intolerant of the growing worship of Ishtar, he prophecies the downfall of Babylon

56 Belshazzar's father has a red-letter day.
He has excavated a foundation brick of the temple of Naram-Sin, builded 3200 years before.

57 Incidentally he remarks that Cyrus, the Persian, Babylon's mighty foe, is nearing Babylon.

58 " We will begin building your city, oh dove of Ishtar, when Cyrus is conquered."

59 The Persian camp.
Cyrus, conqueror of all the world save Babylon, preparing for the titanic struggle, in secret league with the priests of Bel.
Note.. Situate between the Euphrates and the post road to Egypt.

60 In Babylon the treacherous priest of Bel receives the assuring news from Cyrus.

61 In his tent, Cyrus, before the sacred image of the sun.

62 The institution of Cyrus.
The Medes and Persians at exercises.
Note.. It was required that each man perspire every day.

63 Ethiopians.

64 Barbarians.

65 Cyrus moves on Babylon, in his hand the sword of war.

65 ~~most potent weapon forged in the flames of Intolerance~~.

66 Belshazzar leaving to take charge of the city's defense.

67 " My Lord, like white pearls I shall keep my tears in an ark of silver for your return. I bite my thumb! I strike my girdle! If you return not, I go to the death halls Of Allat."

68 While the Princess Beloved prays, the Mountain Girl goes to fight for her Belshazzar.

69 Babylon's gates close against the foe.

70 War drums and trumpets.

71 " On the walls of my city. I Belshazzar, defy the enemies of Babylon. Allato!"Allato! Allato!"

72 Great moving siege towers covered with ox hide.

73 Inside the city walls.

74 Ancient instruments of war.
Rock throwers, catapults, battering rams, mighty cross bows, burning oil.

75 Prayers in the temples and burning of frankincense.

76 Burnt offerings.

77 " Ishtar, beloved, though our sins be many, forgive us. In our behalf seize thou now the burning sword."

78 The city assaulted on all sides.

79 Cyrus repeats the world-old prayer of intolerance to kill, kill, kill,-- and to God be the glory, world without end, Amen.

80 " Ishtar, my offering, three turnips and a carrot."

81 " Babylon is falling! Babylon, that mighty city is falling is falling!"

82 The Princess Beloved, frenzied with war's terrors, watches the battle from afar.

83 Great timbers against the towers.

84 Into the night.

85 " Fight for him Ishtar, fight for him."

86 Morning brings fresh assaults and towers.

87 The might man of valor and his legion pppose the threateni ing tide.

88 A new and flaming engine of destruction attempts to burn the towers of Cyrus.

89 The army of Cyrus repulsed by Belshazzar.

90 Babylon's paean of victory.

91 " My glorious Belshazzar."

92 In this last act the events portrayed in Babylon are according to the recently excavated cylinders of Nabonidus and Cyrus that relate Babylon's betrayal by the priests of Bel.

93 These cylinders describe the greatest treason of all history by which a civilization of countless ages was destroyed, and a universal written language (the cunieform(was made to become an unknown cypher on the face of the warth.

94 The Feast of Belshazzar.
In the great court of the palace, rejoicing over Babylon's victory.

95 Before the nobles of Babylon, Belshazzar pours out the colossal hospitality of an ancient time.
Note,. This hall is over a mile in length imaged after the splendor of an olden day.

96 A golden moment for Belshazzar and the Princess Beloved.

97 " To thee, Oh Ishtar, all praise for the victory."

98 A gateway of the banquet hall.
The Mounatin Girl ahppy in being even in the fringe of her herp's glory.

99 The High Priest looks down on the city he seeks to betray to Cyrus.

100 " They give thanks to Ishtar now, but oh Lord Bel -- tomorrow, Cyrus, thy servant shall avenge thee."

101 The Rhapsode, unaware of the prupose, is ordered by the High Priest to have chariots at the great gate for a journey to Cyrus.

102 In the tenement district, a simpler repast,

103 At the table of Egibi, Babylonia's greatest noble.
Note. These feats often lasted for weeks, and even months.

104 Spiced wine, made cool with snow from the mountains.

105 Soldiers, barbarians and camp followers.

106 The Rhapsode, having completed his arrangements for the journey, turns to thoughts of love.

107 Thinking only of Belshzzar, her hero, the Mountain Girl leads on the love-sick boy, until---

108 ---as always since the beginning of time between man and maid, boasting, he tells everything he knows.

109 " I know not why we go, but if I don't return soon, you can use the password to visit me."

110 The conspiring priests leave the banqueting hall ..

111 In the Temple of Love.
The sacred dance in memory of the resurrection of Tammus.

112 Beloved -- a white rose-- from Beloved.

113 The gates manned with their own guards, the priests are guided by the Rhapsode on their mission of treason to the camps of Cyrus.

114 In the interests of her prince -- a little flirtation.

115 Suspicious of the hated priest's journey to Cyrus, she uses the password and follows them.

116 In his distant camp Cyrus awaits the priests.

117 The Mounatin Girl's bold pursuit.

118 At the tents of Cyrus.

119 The Mountain Girl from a distance watches the priests arrival.

120- The great conspiracy.

121 In the doomed city.
" Our marriage will announced tomorrow. "

122 " This bub will blossom tomorrow."

123 " Beloved, I will begin building your city -- tomorrow."

124 Cyrus sweeps on to Babylon's destruction.

125 Babylon's last bacchanal.

126 Cyrus unites forces with his lieutenant, Gobyras.

127 The Mountain Girl's warning depayed by the revelers.

128 While Belshazzar doubts, the army of Cyrus enters the gates left open by the priests.

129 Belshazzar at last convinced by his own servants.

130 Belshazzar finds only twelve guards to defend his palace gates against the hordes of Cyrus.

131 The Princess' vain appeal.

132 To spare Belshazzar the conqueror's chains, his guards send him back to his throne.

133 At the threshold of death.
The farewell.

134 " Honor commands that you go with your king to the death halls of Allat. Come!"

135 " To Bel the glory ! Long live Cyrus, King of Kings, and Lord of Lords!"

P R O L O G U E

" THE FALL OF BABYLON "

- - - - -

"Awake! Awake! Awake!

"I am the Spirit of Elgibi -- Priest and Scribe of Babylon-- the wisest man of an ancient day -- But pardon--"

(This first said in deep tones changing to clearer tones)

"Pardon me, when in Rome one should do as the Romans do, so I shall speak as you do in Los Angeles.

"Of course, you understand, I am a spirit. In floating over your city I saw by the billboards a play concerning my own people was to appear at your theatre.

"I drifted in and saw this play. I see that the Reverend Sayce, of the British Museum, has testified that this picture is true to facts. You see, this Sayce chap broke into our store rooms of Babylon that had been closed for thousands of years and found books that we had written. I wrote those books -- I feel you tremble in the audience -- you are awed at my great genius -- they were the greatest books that have ever been written -- I wrote them. We wrote our stories then on clay.

"Now in the first place -- this Mountain Girl in the play. I have seen her -- I hope you will not tell anyone -- but she was a flighty creature. Beware of her eyes! Oh, children, her eyes! I cannot express the wonderful deep brown, glorious! Well you know how it is -- Oh, her eyes!"

(Music)

"Listen! That is the very music her lover played to her in Babylon over two thousand years ago." Z

(Psuse till strain is over)

"The fact of the matter is, between you and me, I winked at her once. Don't be shocked -- that wastwo thousand nine hundred years years ago -- and a wink now and then is pleasant.

"Now, changing the subject, religion played a great part in life. So, you see, the king, Nabonidus, was so interested in religion that he gave up the throne to Belshazzar so he could continue giving his own attention to worship.

"Now, the High Priest of Bel -- our God -- you see, Bel was just the name through which we worshipped our God -- just like the Methodist Church of today. Bel was the Methodist and Ishtar, say was the Baptist and the Priest of Bel was so jealous of the growing power of the Priest of Ishtar that he plotted with Cyrus, a Persian gentleman, who like the present day Kaiser, was tearing around the world looking for mere countries to conquer and as old Nabonidus was so busy looking up the history of the people of the past, he let Cyrus go too far before he tried to stop him.

"The religious people used to make offerings at the door of the Priest of Bel every day -- they took sheep and goats and good things . Of course, I may shock you -- beautiful young women were brought to him as a part of the offerings. So the Priest of Bel, angered at the chance of losing all this -- graft as you call it -- determined to betray Belshazzar and turn over the whole city to Cyrus.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Now it was the same time that the Mountain Girl was drifting around the streets and the young Rhapsode, or Poet chap, as you would say it, fell in love with her but it did him no good. They took her like they did all the ladies to sell for a wife, but she thought she was having too good a time to get married just then. Belshazzar saved her from this fate, so she fell in love with Belshazzar.

"You see, I am talking as I said -- Los Angeles conversation-- Of course, if you -- pardon me -- had the intelligence to understand my own language I would express myself in a very different manner.

"Why, you know, that poor girl couldn't eat nor sleep, thinking about Belshazzar. And this young chap just broke his heart. But she made a vow that she would never marry him or have anything to do with any man as long as Belshazzar lived, and it seems Fate took the par t of the young man and Cyrus came to Babylon.

"If Cyrus conquered Babylon, the young man knew it would be a chance for him with the mountain girl because if Cyrus conquered the city, that would be the end of Belshazzar." Z(Lights out.)

"Listen, this young spirit is the very girl who danced in the Halls of Belshazzar." (After the dance) (Lights up)

"You people imagine you know how to live in this day. You should have lived in our time. Ah, we knew how to do things. Why, just the food left over from one dinner given by Belshazzar would feed Los Angeles for months. Wine flowed from fountains -- no prohibition in Babylon -- Dancing and music going on for months.

(Sigh)

"But even then the reformers had ben getting in their work! While in the old days a man could have as many wives as he wanted, the very day that I winked at the Mountain Girl one of my best friends complained to me because the new suffragettes, had just put a law through that one man was not to be allowed over fifty wives. Now can you beat that?

"But on the whole, things have not changed so much as you seem to think, and Babylon was a pretty good place to live in after all.

(Music)

"Do you hear that? That is the call they played whenever Belshazzar, the king, went into a public place. The trumpets were playing that strain when Babylon fell.

"And the people in that day worked the same, lived the same, loved the same. They watered the ground with their tears over theri sins just as you do today. And when you see this play, just imagine it is your own city, your own street corners, your own little squares, your own loved ones that are going down into death. Imagine they are destroying our own country, even as the Huns did Belgium, only there was no one to take up our fight and they trampled us forever, into the dust. I can hear the wails and the moans of the dying now, coming through these many years.

"So, can you not today have in your heart a little tear, a little sympathy, a little pity for we who are now so long in the dust -- the dust."

THE END

D. W. GRIFFITH COLLECTION
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Bug 4

ARTHUR BUTLER GRAHAM
COUNSELOR AT LAW

JOHN PRESTON PHILLIPS
EDWARD EVERETT GARDNER

CABLE ADDRESS ARTHAM

CITY INVESTING BUILDING
ONE SIXTY-FIVE BROADWAY
NEW YORK CITY

January 25th, 1919.

Albert H. T. Banzhaf, Esq.,
Hotel Alexandria,
Los Angeles, Cal.

Dear Bert:

I was in the Court of Appeals on Monday and Tuesday, and did not return to my office until Wednesday, the 22nd instant. For that reason, I did not have any advance notice of your hasty departure for California.

Any warning that I might give to you as to your behavior en route, would be too late at this time, but I sincerely trust that from the moment of receipt of this letter you will heed my admonition to beware of pit-falls for the unwary. If on the other hand, the only risk that you run is one of some slight inconvenience to Arthur Wright through a case of mistaken identity, then I advise you that you may proceed to complete indulgence.

?

I assume that your errand is to advise Mr. Griffith in connection with the "big five "deal. O'Brien told me a few days before your departure that he was about to go West too. I don't know whether William Grossman has also headed toward Los Angeles in anticipated promotion of Mr. william S. Hart's interests or not, but undoubtedly there will be a good array of counsel and a chance for personal extinguishment.

Your relations with Mr. Griffith are probably somewhat peculiar, and do not admit of your too forcefully pressing your views upon him. I also think that almost anything that Mr. Griffith does will be profitable for him, and that it might be perilous for you to be too insistent about advising him as to one course above another. If your advice is asked however, you will then have a chance to present your views and I wonder whether any one of the following considerations has escaped you.

First, Mr. Griffith should not tie himself up with the other stars in such a way that his pictures are sold in connection with theirs. Fairbanks and Pickford would probably insist upon getting an unfair share of the proceeds if this were so.

Mr. Griffith should not let the distribution of his pictures be so tied up with the distribution of other frequently issued pictures, that an exhibitor taking his must also take the others. The occasionally released picture with a big enough star or producer such as Griffith is, comes in for very large bookings. Mr. John C. Flynn of Famous Players-Lasky Corporation and others connected with that Company realize this fact and state that if Chaplin pictures were issued more frequently, they would not bring in anything like the money that they now earn.

The legal affairs of any combination should be administered equally by attorneys representing all of the interests. The slight advantage that any one interest has over the others by having its own attorney handle the entire affair was well demonstrated in the Triangle deal. Vigilant as you and I both were in that situation, we were at a tremendous disadvantage and were unable to cope on equal terms with the attorney for the other interest in that deal.

A stock corporation in California, whether it is a California Corporation or not, renders the stockholders liable without limit in their proportionate share for all of the debts of the Company. I therefore see no advantage of a corporation over a partnership, in which the partnership might be dissolved by the withdrawal of any member at his own pleasure. It is true that in a partnership a majority of the partners would control the destinies of the business, but this would also be true of a corporation operated through its Board of Directors, and the duration of the corporation would be such as to make it very embarrassing for any member in this business of rapid changes.

The Federal Tax Law as it now stands, taxes the income of a corporation in its entirety, so that if a corporation makes One Million Dollars a year let us say, the heavy income taxes would be based upon the income of One Million Dollars per year. With respect to a partnership, the income would be divided into constituent parts and each partner would pay his own income tax and would thereby save himself a heavy excess tax. The law as now being considered and not yet passed, may contain a provision putting partnerships on the same basis as corporations. The probability on this point I do not know at this time.

The question of distribution of the pictures is exceedingly important. I personally think that if this combination expects to place its distribution in the hands of some able distributo r on a salary and commission or by giving him some share of the corporation, then Adolph Zukor in my opinion, is the man for the place, if he could be persuaded to divorce himself from Famous Players-Lasky Corporation. This sounds as if I were holding a brief on for Zukor, but it is really based entirely upon my observance of Zukor's methods as contrasted with those of other prominent distributors. Selznick is probably the best distributor in the country, but these pictures will sell themselves and they only require a man of temperate business methods, a knowledge of distributing conditions and a character to inspire confidence, not simply a good character but one that is acknowledged to be worthy of confidence. I do not know whether Zukor qualifies on this latter point, as there may be some antagonistic feeling to him among the big five. ¶ Each party should have a travelling auditor constantly on the job, receiving his pay from the individual member and absolutely loyal to that member. He could be a man of intelligence as well as a good auditor and could keep his chief constantly advised of conditions in the various offices. It should be provided that he would have free access to all records and the right freely to question all district managers.

No other pictures whatsoever except those of the big five should be considered. This is a big enough proposition for the combination without taking in any outside pictures at all. If such a practice should be instituted, it might be apt to grow to a point where the outside pictures would become as important as they are in the Famous Players-Lasky organization. These are merely passing thoughts and you have undoubtedly thought of many more points yourself.

Of course the title to the negatives to Griffith's pictures should never leave him, and he should also retain the exclusive rights to reissue privileges on the pictures, so that it would become clear that even though the distributor might have the right to distribute the pictures for a given length of time, this would not cover a reissue.

I hope that you will pardon my officiousness in butting in on this matter, but as it is strictly between us, and as I would like you to have the same privilege of

butting in on me where you think that I might be interested, I feel that you will excuse me .

Sincerely yours,

Arthur

ABG:C

MOTION PICTURES ROAD SHOWS AND VAUDEVILLE

GLOBE THEATRE

ALBANY, OREGON

Jan. 25-1919.

Mr. D. W. Griffith,
United Artists Distb. Co.,
Los Angeles, Cal.

Dear Mr. Griffith:-

You have my sincerest and best wishes for the success of your new organization, and I extend a hearty congratulation to you and your collegues in forming The United Artists Distributing Co. This move I am quite positive is a step in the right direction, and by far the most important one thus made, which vitally concerns the future welfare of the industry.

Having been Publicity and Sales Manager for Paramount, Branch Manager for Triangle and Goldwyn in the Northwest, and now an Exhibitor in the same territory, I am in rather a good position to judge what such a move means to the exhibitor and the theatre going public.

The present releasing and distributing methods of most all Cos. engaged in the business, are absolutely wrong in principle and devoid of all moral justice. If allowed to continue, such methods are bound to be detrimental to the interests of all producors of the best of motion pictures.

The day is fast approaching when Motion Pictures will be marketed and sold upon a more equable plan, based upon their respective merits, in a like manner with which all other merchandise is being sold throughout the commercial world. Where else can you refer to a single industry in which its product is sold unsight and unseen and where such undue advantage is being taken of this very fact?

Today the theatre going public in every community, large or small, know what are good productions, they want to see the good productions and are willing to pay the price to attend the presentation of all those that are

GLOBE THEATRE

ALBANY, OREGON

D.W.G. No.2

good productions. But when an exhibitor is forced to show productions of a mediocre type and other so called productions of really no merit at all, mingled with a few good ones now and then, it is no wonder that his patronage is falling off, and only demonstrates beyond a question of doubt that the public is fast losing interest in motion picture entertainment.

In order to present to my patrons, your productions as well as those of Mary Pickford, Douglas Fairbanks and Wm. S. Hart, I am compelled to take four changes a week of other Paramount-Artcraft releases, a very large percentage of which are of no box office value at all and could not be sold upon the open market if their individual merit depended on putting them over. Likewise in order to show a Charlie Chaplin production, I am again forced to contract for other service as furnished by The First National such as Petrova productions etc.

The day is now at hand when the exhibitor cannot afford to present but only the very best of productions, and if he cannot buy these without having to contract for a lot of other worthless service, he might as well close up and get out of the amusement business.

Your new plans are certainly interesting and would indicate that you are going to supply a long felt want. If the world famed stars comprising your organization can be had without any strings being tied to that of other service, you are going to revolutionize the industry, do a greater volume of business than you really anticipate and gladen the hearts of thousands of exhibitors.

In another letter under separate cover, I am offering a few suggestions as to what I believe to be the proper and most profitable method for the distribution of your product.

Yours very truly,
GLOBE THEATRE CO.

CFH/H

C H Hill

MOTION PICTURES ROAD SHOWS AND VAUDEVILLE

GLOBE THEATRE

ALBANY, OREGON

Jan. 25-1919.

Mr. D. W. Griffith,
United Artists Distb. Co.,
Los Angeles, Cal.

Dear Mr. Griffith:-

Supplementing my letter of even date in which I advised that I would offer a few suggestions as to what would be the most profitable method for the distribution of your product, I will outline the same as follows:

No doubt the prime motive which instigated the plans of your new organization, were to get as wide a distribution as possible for all of your productions, and to enable all exhibitors both large and small the advantage of using such productions without having to contract or buy a lot of other pictures of lesser merit.

With the present distributing agencies, such a plan could not be accomplished, because every distributing company has an axe to grind, and thereby your product as well as that of others must necessarily suffer to a more or less extent.

The present cost of maintaining a distributing exchange in a city is not commensurate with the returns, and means a reduced profit for the producor.

To overcome these apparent obstacles and to show your purpose of dealing direct with the exhibitor, thereby eliminating the middle-man, you have a wonderful opportunity of starting something new and extreemly out of the ordinary which I venture to say will prove a tremendous success, and that is this:

Select one exhibitor in each territory, preferably one who has had exchange experience, give him the required number of prints for that territory and let him handle all of your product on purely a percentage basis. This would guarantee you returns of a greater volume than by any other method. The only cost envolved to the producor, would be that of the prints and the record forms which you would necessarily have to provide.

MOTION PICTURES ROAD SHOWS AND VAUDEVILLE

GLOBE THEATRE

ALBANY, OREGON

D.W.G. No.2

For instance; take Albany, Ore., this is the logical center for distribution in this state, and as far as that is concerned, the entire Northwest comprising the states of Ore., Washington, Idaho and even Montanna, could be handled just as conveniently from here as from Seattle or any other point within the territory.

If I were given the opportunity of handling your product in this state or any other part of the territory, I would maintain at my own expense, a fully equipped exchange and a first class sales organization, the remuneration for which would be a small percentage of film rental returns. I can safely guarantee you a greater volume of business in this respect than you have any idea of existing within this territory.

If such a proposition appeals to you, I will be pleased to make an appointment to discuss further details, or if I may be of any service to you in any other capacity will sure appreciate hearing from you, for I believe you have the greatest proposition in the industry.

Yours very truly,
GLOBE THEATRE CO.

CFH/H

C. Hall

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

78GS GW (SHEET 2)

WILL BE NECESSARY HE CAN COMPLETE THIS ARRANGEMENTS WHILE ABROAD AND HE AND COLE WILL COME TO CAL ABOUT MAR FIRST BECAUSE OF THE STABILITY OF THEIR ORGANIZATION AND THEIR BRIGHT PROSPECTS FOR THE FUTURE ADVISE YOU TO CONSIDER THEIR PROPOSITION YOU CAN EITHER WIRE ME OR SEELY DIREST SIXTEEN HUNDRED BROADWAY REGARDS TO ALL

J J MCCARTHY

540PM

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
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Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
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78GS GW 131 BLUE

SI NEWYORK NY 450P JAN 27 1919

A H T BANZHAF

HOTEL ALEXANDRIA LOSANGELES CALIF

SEELY SAILING FOR EUROPE WEDNESDAY HIS ORGANIZATION KEENLY INTERESTED IN BIG PROPOSITION PROVIDED CAN BE HANDLED ON STRICTLY BUSINESS BASIS SEELY WILL BE BACK IN FIVE WEEKS IF YOU HAVE NOT ALREADY DEFINATELY SETTLED MATTERS I AM CONFIDENT IT IS WORTH WHILE TO HOLD MATTER IN LINE UNTIL HE RETURNS IF POSSIBLE IF YOU CAN WIRE IMMEDIATELY SOME IDEA OF WHAT THE IDEAL PLAN THAT YOU WOULD ~~XXXX~~ LIKE TO ACCOMPLISH IS AND ABOUT HOW MUCH MONEY

POSTAL TELEGRAPH—CABLE COMPANY

NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

COUNTER NUMBER	TIME FILED	CHECK
	M.	

INDEPENDENT COMPETITIVE PROGRESSIVE

SEND the following NIGHT LETTERGRAM, subject to the terms on back hereof, which are hereby agreed to.

HOLLYWOOD HOLLYWOOD 3-HOME 579602

JANUARY 27, 1919. 2893 1646 CAHUENGA AVE.

J. J. McCARTHY

802 LONGACRE BLDG.

NEW YORK N. Y.

REGARDING SEELEY WIRE . PRESUME YOU HAD REFERENCE TO PROPOSED NEW ORGANIZATION. AS IT WILL BE SOME TIME BEFORE PERFECTION SEELEY CAN TAKE MATTER UP ON HIS RETURN FROM ABROAD. STOP. HAS SEELEY DONE ANYTHING REGARDING HEARTS AND THE BIRTH . REGARDS.

BANZHAF.

2

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

75GS GW 14 BLUE

SI NEWYORK NY 550P JAN 27 1919

D W GRIFFITH

HOTEL ALEXANDRIA LOSANGELES CALIF

SUNDAY COLUMBUS MATINEE FIVE TWENTY NIGHT SIX HUNDRED TWELVE SPRINGFIELD DAY EIGHT HUNDRED NINETY

S H SMITH

450PM

Motion Picture Producers' Association

1004 W. I. Hollingsworth Building
Los Angeles, California

Main 1072

W. J. REYNOLDS
SECRETARY

AMERICAN FILM CO.

ROBT. BRUNTON STUDIOS, INC.

FRED J. BALSHOFER STUDIO

CHARLIE CHAPLIN STUDIOS

CHRISTIE FILM CO.

FAMOUS PLAYERS LASKY CORP.

FOX FILM CORP.

GOLDWYN PICTURES CORP.

D. W. GRIFFITH STUDIOS

THOS. H. INCE STUDIOS, INC

L-KO MOTION PICTURE KOMPANY

METRO PICTURES CORP

ROLIN FILM CO.

MACK SENNETT FILMS CORP.

SUNSHINE COMEDIES INC.

TRIANGLE FILM CORP.

UNIVERSAL FILM MFG. CO.

VITAGRAPH COMPANY

Mr Griffith

January 27th, 1919.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Hollywood, Calif.

Dear Mr. Griffith:-

Your Secretary has just returned from Sacramento where I spent several days wearing a "Flu" mask and getting acquainted with our legislators.

The time and money spent for this initial work was well worth while, as we succeeded in accomplishing what we went after, namely:

(1) A bill was introduced in both the House and the Senate to make a contract to render personal service valid for a term of five years, in place of two years which is the present law.

(2) A bill was introduced in both the House and the Senate to amend Section 526 relating to injunctions. This bill, if it becomes a law, will restrain the breach of a written contract for personal service by injunction proceedings.

Of course, the introduction of these bills does not mean that they will be passed, but I believe that by a well organized campaign we can accomplish what we are after.

It goes without saying that both bills will meet with decided opposition from the labor interests, and they are strong in the present House, so that considerable work will have to be done in labor channels.

The committee on labor and capital, to whom matters of this kind are referred, are pro-labor, so that it became necessary for us to bring pressure to bear to have these bills referred to the judiciary committee who are "reasonable," and I think I can safely say that both bills will be reported favorably by the committee, so that our real fight will take place on the floor of both the House and the Senate.

So much for our own work.

While in Sacramento, I secured copy of Senate Bill #74 introduced by Senator Lawrence Flaherty, who represents District 24 of San Francisco.

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UNIVERSAL FILM MFG. CO.

VITAGRAPH COMPANY

The purport of this bill is: "to make lawful certain agreements between employees and laborers, to define the cases in which injunctions may and may not issue, to prescribe the procedure in trials for contempt, to secure the right of jury trial in all such cases, to prescribe the right in which proceedings for contempt shall be instituted, and to prescribe the penalty for the violations of such injunctions." This is a Labor Union bill, pure and simple, and is a menace to our industry; and our strength should be exerted to combat its passage.

There is other proposed legislation under way that our industry is vitally interested in. I refer to Senate Bill #77 and Assembly Bill #142, covering the enactment of a Sunday closing law.

This bill is very drastic, and while it exempts sports, theatres and amusements, would, if it became a law, close all MOTION PICTURE FILM MAKERS. It would prevent the engaging of people on a Sunday for work on Monday.

It makes it a crime to manufacture candy or ice cream on Sunday, but it is perfectly legitimate to sell it. Bath Houses may open, but it is a crime to go boat riding. According to the bill, Undertakers and Florists must close up so there will be no Sunday funerals or weddings. Transfer Companies must close up so that no trunks may be carried on Sunday. If you should want to go East on the first day of the week, you would either have to leave your luggage behind or arrange to send it a day ahead.

Mr. Wright, Speaker of the Assembly, is in favor of this bill and it will need concerted action to defeat it.

We are arranging to circulate petitions protesting against this Sunday Legislation, and will ask your co-operation in securing as many signers as you can.

Yours very truly,

MOTION PICTURE PRODUCERS' ASSOCIATION

By W. J. Reynolds
Secretary.

WJR:SL

THE LOS ANGELES RECORD

LOS ANGELES HOME NEWSPAPER

RECORD BUILDING
Los Angeles, Cal.

PHONES: MAIN 8400
HOME 10711

Los Angeles, Calif.,

Jan. 27, '19

Mr. D.W Griffith

Griffith studios

City

Dear Sir--

Am taking the liberty of enclosing a rather remarkable letter, I think, which came to me in my Cynthia Grey mail today. It occured to me as I visualized it that there might be made out of it one of your straight-to-the-heart stories that grip and hold us when he have opportunity to see them on the screen.

Will you read it?

It seems to me like the "Death of a soul"--a slow, torturing one which might be akin to some forms of tedious torture known in history; and yet one which is common enough in some degree, at least, to have a general appeal.

The appeal of the disappointed motherheart is an old one perhaps, but it never fails, I think.

The letter is pictorial in many ways and suggests a number of scenes and incidents which could be photgraphed, if I am not mistaken

Please forgive this intrusion, but the idea just struck me and I am in the habit of working while the idea is fresh.

Sincerely yours,

Cynthia Grey

Gertrude Cy Price

P.S. I have witheld the name as that is part of keeping the faith with my public.

1

Dear Miss Cynthia,-

It is Sunday evening and I am sitting here alone thinking. May I write my thoughts to you? I once knew a little school girl who lived in the country. One bright Sunday in spring she went out for the first time with a beau. After a few months going together he asked her to come and fry potatoes for him. It was such a strange way to propose that it started an ache in her heart that still aches. But she chided herself for wanting some demonstrations like what was in novels, and she said "If mother doesn't care". And mother didn't care. He asked her if she wanted a ring or should he save the money. She wanted a ring so bad. All girls that got married had rings.

2

He got her one for $3.00. He could have gotten one for $2.50 but thought this one the best for the money. The Justice of the Peace said the marriage writes and gave her a certificate which said she was married.

But she had that terrible ache in her heart. They got on horse-back and rode a long way to a strange place where he was working as a farm hand. He left her in the kitchen to help the house-wife do the supper dishes and he spent the long evening in the barn with the men. About ten oclock they all came in. He never said a word to her but went up stairs to his room and to bed. The little girl sat down by the stove and tried to think what to do.

Everyone was gone to bed but the man of the house. She was afraid to go outside in the dark She slipped up stairs, found his room and crept into the back of his bed and huddled there in miserable silence until morning. She lived through the season at that place, helping the housewife for her board. He seldom spoke to her and never looked at her when any one else was around. Never showed her any sign of affection at any time Never once took her out anywhere. One thing her lonely heart longed for. A baby. She had always wanted one. She thought they were so sweet. Those little hands and feet.

But no one ever told her that marriage gave her the right to have one of those little

---

things all her very own. It would be such an awful thing to let any one know. So she cherished her secret hope in her aching heart. Years passed as years will. One day "the woman," as he called her, thought that her hope was going to be realized and that she was going to have one of those little things all her very own. But it proved to be only a warning from nature that seedtime had passed with springtime and time had come to gather the ripe fruit and grain of the harvest. Then she sat down and watched the dying of that one cherished hope. She had lived her life alone. He always left plenty in the house to eat. What did she want? How many times when left for months alone she went to bed before dark and hugging his pillow tightly in her arms, cried herself to sleep.

4.

She is alone tonight. She has burried her dead hope and is trying to think as she did on that eve of their wedding day He is at a private gambling party where he spent Thanks-giving night, Xmas eve, Sunday night after, New years eve, last Sunday night, and is there tonight. He never got me one thing for Xmas; never thought of me. What shall I do? I'm afraid to go out alone in the dark. Shall I slip up the stairs and spend the rest of this dark night in awful silence.

"The woman"

If you wish you may answer through the colum. But prefer that you write to me.

Mrs [redacted]

[redacted] St. City.

January 27th 1919.

Dear Mr. Banzhaf:

Your wire received today at the office. I called up Mr. Stilson and advised him accordingly.

Enclosed herewith is a copy of a letter from Alfred S. Black owner of the State Rights for New England of "Hearts of the World", of which I wired you. I have written to Mr. Black, stating that you were at the Coast and I would advise him of your instructions in this matter.

Things are getting along O.K., except that we did not received the big check this week and that makes matters upset a bit. Was unable to pay shop bills yesterday and Mr. Uebelmesser informs me today that he has enough bills to cover the whole thousand when it arrives next week. However, I will have to hold him down as I must keep money on the side for that insurance which is due Feb. 18th.

I sent Wentworth a check last week according to your instructions, and the same day he called on the 'phone. While speaking to him I asked him to be lenient for a while and explained that you were out of town. He said he would and I am wondering whether he really meant it or not.

Mr. Pembleton is in the office every day now. Nothing new with regards to Hoffman or Miles, although contracts are ready.

I guess that is about all that happened since the last report, so will close with regards from the office force, I remain

Very respectfully,

ALFRED S. BLACK, PRES. & TREAS.

ALBERT G. PACKARD, MGR.

Park and Empire Theatres

MAINE THEATRES, INC.
(BLACK CIRCUIT)

ROCKLAND, ME., Jan. 27, 1919

J-52

Mr. A. H. T. Dauzhaf,
2 Rector Street,
New York City.

Dear Sir:

When in Mr. Griffith's New York office a short time ago I told them I understood that the picture was being rented over the United States disregarding the minimum price in the original contracts. According to the contract and understanding had with our Hearts of the World Company, we were to be afforded the same privileges for the New England territory as are given in every territory in the United States and unless I am misinformed, we are now at liberty to handle the picture upon such admission prices as we deem fit.

Will you please be good enough to confirm my understanding? New York office told me you were the one that would know about the matter and get approval.

Yours very truly,

Alfred S. Black

ASB/Y

not used

1st tentative agreement - Jan 28th/19

MEMORANDUM OF AGREEMENT, made and entered into, in five copies, each copy to be considered for all purposes as an orginal, on this day of January, 1919, by and between CHARLES CHAPLIN, hereinafter designated as MR. CHAPLIN, party of the first part, and DOUGLAS FAIRBANKS, hereinafter designated as MR. FAIRBANKS, party of the second part, and DAVID W. GRIFFITH, hereinafter designated as MR. GRIFFITH, party of the third part, and WILLIAM S. HART, hereinafter designated as MR. HART, party of the fourth part, and GLADYS MARY MOORE, professionally known as MARY PICKFORD, hereinafter designated as MISS PICKFORD, party of the fifth part. All of the above persons are now residing in the City of Los Angeles and the County of Los Angeles, State of California.

W I T N E S S E T H:

WHEREAS, all of the above named persons are well and favorably known and their respective names have exceptional trade value in all parts of the world where motion pictures in which they have respectively been identified, have been exploited and exhibited; and

WHEREAS, they have heretofore executed a document, each with each other and all the others, because of a threatened combination of motion picture stars and producers being formed which, in their opinion, would tend to force upon the theatre-going public, mediocre productions and machine made entertainment and would defeat competition in the motion picture industry;

WHEREAS, they desire, in furtherance of the artistic welfare of the moving picture industry and to better serve the great and growing interest in motion picture productions, to become associated in the distribution of the motion pictures produced by them as more fully hereinafter set forth for exhibition purposes in all parts of the world.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth and the further consideration of the sum of one dollar ($1.00) each to all the others in hand paid, the receipt of which is hereby individually and respectfully acknowledged by all of the parties hereto, Each and all of the parties hereto agree with each other and all the others as follows:

F I R S T :

All of the above named persons do hereby agree and by these present have agreed to become associated with each other and all the others in the exploiting, marketing, distributing and turning to account the motion pictures produced by them as more particularly hereinafter described, pursuant to the terms, conditions and provisions herein set forth;

(B) The above named persons agree to organize or cause to be organized a corporation pursuant to the business corporation laws of the State ~~xfxCxxifuxxxx~~ of New York or of such other State or of the United States as may be approved by at least four of the above named persons. The details of such corporation to

be as follows:

(1) The name of said corporation shall be UNITED ARTISTS DISTRIBUTING CORPORATION. Its capital stock to consist of two classes. (Class A) Eight per cent accumulative prefered stock in the amount of six thousand (6,000) shares with no par value, the subscription price of which is to be one-hundred dollars ($100.00) per share, or such other price as the Board of Directors of said corporation may from time to time determine. The same to be non-voting stock and to be subject to the right of redemption upon call by the Board of Directors in whole or in part upon the basis of ten per cent premium, said premium to be based upon the price paid to the corporation for each of such share of the capital stock so redeemed.

(Class B). Common stock in the amount of nine thousand (9,000) shares of no par value to be issued and paid for in the following manner:

One thousand (1,000) shares to each of the above named persons in part consideration of the execution and fulfillment of the contract pertaining to the exploiting, marketing, distributing and turning to account of his or her motion pictures with the above corporation. The details concerning the delivery of the aforesaid shares of stock to each of the aforesaid persons shall be more fully set forth and superseded by the agreement between said person and said corporation pertaining to the exploiting, marketing, distributing and turning to account the motion pictures produced by such person and ~~including such~~ included in such

contract.

(2) One thousand (1,000) shares to William G. McAdoo in part consideration of the execution and fulfillment of a certain contract between him and that corporation, pertaining to the employment of said Mr. McAdoo by said corporation as its General Counsel. The remaining shares of such common stock to be issued for such consideration as the Board of Directors of that corporation may from time to time determine. It being intended ~~of~~ by the parties hereto to reserve said stock for the purpose of using same as part consideration to induce so termed motion picture stars who will produce their own motion pictures to enter into an agreement with the aforesaid corporation to exploit, market, distribute and turn to account their motion pictures.

(3) All of the aforesaid stock shall be issued subject to the right of the said corporation or its then existing stockholders, or both, to repurchase the same in the event of such stockholder desiring to sell ~~xxxxxxx~~ any portion or all of his or her shares of stock in said corporation, and each certificate of stock shall have written or printed on its face a notice of such prior rights of repurchase. Conditions governing such right of repurchase shall be fully set forth in the bylaws of the ~~xxxx~~ said corporation and a copy of ~~xxxx~~ the same shall be attached to each certificate of stock of said corporation.

(4) VOTING: The owner of the said common stock shall be entitled to one vote for each share of stock owned by him or hereand the election of the members of the Board of Directors of said corporation shall be ~~xxxxxxxxxxxxxxxxxx~~ by accumulative voting, meaning and intend-

ing that the owners of the common stock may cast the number of votes that he or she are entitled to by virtue of the number of shares of stock he or she may own, multiplied by the number of Directors to be elected at the given election in which the stockholders ~~in~~ are then voting for one Director if he or she so elect; or the owners of such common stock may cast the votes that he or she may be entitled to for the election of such person as he or she may desire to fill any vacancy existing in such Board of Directors as will be more fully set forth in the bylaws of said corporation.

(5) DIRECTORS: The Board of Directors of said corporation shall be five, it being intended ~~of~~ by the parties hereto, to have the privilege of each of said parties to be represented by one Director on such Board of Directors. The number of the Board of Directors may be increased or diminished in pursuance of the laws of the particular state in which the corporation may be organized and the provisions of these bylaws ~~and~~ duration of the corporation shall be perpetual.

(7) The purposes for which the corporation shall be organized shall be the motion picture business and the business incidental thereto and such other business as the Board of Directors may from time to time determine.

(8) The aforesaid Corporation shall be organized at such time as at least four of the above named persons may in writing determine and prior to July 1st, 1919.

(9) The certificate and the bylaws of the said corporation shall be prepared or approved by said Mr. McAdoo and be subject to the

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written approval of at least three of the aforesaid persons.

Second

FINANCING OF THE CORPORATION

Each of the parties hereto agree with each other and all others and with said corporation about to be organized and for the benefit of said corporation, to subscribe, and by all these presents, has subscribed for the purchase of one thousand (1,000) shares of the said preferred stock of the corporation for the sum of one hundred dollars ($100.00) per share, totalling one hundred thousand dollars ($100,000.00) to be paid for when called by written notice to that effect by said MR. MCADOO, ~~such~~ each call not to exceed twenty per cent of said subscription and such calls to be at least thirty days apart, such subscriptions to be paid to the Treasurer to be selected by a majority of the parties hereto, such Treasurer to provide a bond by a Surety Company acceptable to said MR. MCADOO in the sum of one hundred thousand dollars ($100,000.00). Upon the payment of each subscription the subscriber shall receive the number of shares of said preferred stock as he will have then have paid for. The parties hereto, do hereby designate and by these presents, have designated the said MR. MCADOO as the Attorney in fact for each and all of them with full power and authority to transfer, set over and assign his above subscription for the purchase of the said preferred stock of said corporation to said corporation as soon as organized, hereby confirming the act of said MR. MCADOO in the making of such assignment.

Third

CONTRACT FOR DISTRIBUTION OF MOTION PICTURES.

Each of the parties hereto agrees with each other and all the others and with the said corporation when organized, to execute

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and deliver a contract for the ~~soul~~ sole and exclusive license to market, exploit, distribute and turn to account the motion pictures that each shall produce for and during the period specified in such contract between said corporation and each of said persons, and for the particular motion pictures described in such contract and pursuant to all the terms, conditions and provisions set forth in such contract. A copy of the agreed form of said contract is hereto attached and designated for identification purposes, EXHIBIT A, and made a part hereto to the same full extent as if incorporated herein. Each of the persons hereto, agrees for himself and herself respectively to execute said contract pertaining to his or her motion pictures upon the organization of said corporation.

Fourth

RESPONSIBILITY OF THE PERSONS.

It is agreed by and between the parties hereto, that the responsibility of each of the persons to this agreement shall be limited to his or her promises, covenants, obligations and the failure of anyone ~~xx~~ of said persons to comply with his promises, covenants, and obligations shall not release the other persons from their promises, covenants, and obligations unless three of such persons shall fail to comply with the material promises, covenants and obligations of this agreement, in which event, the right to be released from this agreement shall be exercised by such person by written notice, addressed and delivered to the other persons, parties to this agreement, within thirty days of such person learning of the failure of such three or more persons to this agreement violating

the promises, covenants and obligations on their part to be kept and performed pursuant to this agreement. This agreement is binding upon the parties hereto, their respective heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names and have fixed their seals the day and year first above written.

In the presence of: _____(L.S.)

_____(L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

CITY OF LOS ANGELES)
COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA)

On this day of January, 1919 personally appeared before me, a NOTARY PUBLIC in and for the County of Los Angeles, CHARLES CHAPLIN, known to me to be the person mentioned in the above agreement and he acknowledged before me to have executed the above agreement for the use of the purposes mentioned therein.

_____
NOTARY PUBLIC.

My commission expires,

CITY OF LOS ANGELES)
COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA)

On this day of January, 1919 personally appeared before me, a NOTARY PUBLIC in and for the County of Los Angeles, DOUGLAS FAIRBANKS, known to me to be the person mentioned in the above agreement for the use of the purposes mentioned therein.

_____
NOTARY PUBLIC

My commission expires,

CITY OF LOS ANGELES)
COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA)

On this day of January, 1919 personally appeared before me, a NOTARY PUBLIC in and for the County of Los Angeles, DAVID W. GRIFFITH, known to me to be the person mentioned in the above agreement and he acknowledged before me to have executed the above agreement for the use of the purposes mentioned therein.

NOTARY PUBLIC.

My commission expires,

CITY OF LOS ANGELES)
COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA)

On this day of January, 1919 personally appeared before me, a NOTARY PUBLIC in and for the County of Los Angeles, WILLIAM S. HART, known to me to be the person mentioned in the above agreement for the use of the purposes mentioned therein.

NOTARY PUBLIC.

My commission expires,

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CITY OF LOS ANGELES)
COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA)

On this day of January, 1919 personally appeared before me, a NOTARY PUBLIC IN AND for the County of Los Angeles, GLADYS MARY MOORE, professionally known as MARY PICKFORD, known to me to be the person mentioned in the above agreement and she acknowledged before me to have executed the above agreement for the use of the purposes mentioned therein.

NOTARY PUBLIC

My commission expires,

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MEMORANDUM OF AGREEMENT, made and entered into in ~~five~~ four copies, each copy to be considered for all purposes as an original, on this 6 day of January, 1919, by and between CHARLES CHAPLIN, hereinafter designated as MR. CHAPLIN, party of the first part, and DOUGLAS FAIRBANKS, hereinafter designated as MR. FAIRBANKS, party of the second part, and DAVID W. GRIFFITH, hereinafter designated as MR. GRIFFITH, party of the third part, and ~~WILLIAM S. HART, hereinafter designated as MR. HART, party of the fourth part~~, and GLADYS MARY MOORE, professionally known as MARY PICKFORD, hereinafter designated as MISS PICKFORD, party of the ~~fifth~~ fourth part. All of the above persons are now ~~residing~~ present in the City of Los Angeles and the County of Los Angeles, State of California.

W I T N E S S E T H :

WHEREAS, all of the above named persons are well and favorably known and their respective names have exceptional trade value in all parts of the world where motion pictures in which they have respectively been identified, have been exploited and exhibited; and

WHEREAS, they have heretofore ~~executed a document, each with each other and all the others~~ acted together, because of a threatened combination of motion picture stars and producers being formed which, in their opinion, would tend to force upon the theatre-going public, mediocre productions and machine made entertainment and would defeat competition in the motion picture industry;

WHEREAS, they desire, in furtherance of the artistic welfare of the moving picture industry and to better serve the great and growing interest in motion picture productions, to become associated in the distribution of the motion pictures produced by them as more fully hereinafter set forth for exhibition purposes ~~in all parts of the world~~;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth and the further consideration of the sum of one ($1.00) dollar each to all the others in hand paid, the receipt of which is hereby individually and respectively acknowledged by all of the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

F I R S T :

All of the above named persons do hereby agree and by these presents have agreed to become associated with each other and with all the others in the exploiting, marketing, distributing and turning to account the motion pictures produced by them as more particularly hereinafter described, pursuant to the terms, conditions and provisions herein set forth;

The above named persons agree to organize or cause to be organized a corporation pursuant to the ~~business corporation~~ laws of the State of New York, the details of such corporation to be as follows:

Rider middle of page 3, following the word "par":

It is contemplated that one-third the preferred stock shall be redeemed at the end of each year from the earnings of the corporation and that in case the earnings are not sufficient to redeem such one-third in any year the deficiency be made up in the next subsequent year, but that not more than one-third plus such deficiency shall be redeemed in any year.

(1) The name of said corporation shall be UNITED ARTISTS ~~DISTRIBUTING~~ CORPORATION.

(2) The capital stock of said corporation shall consist of two classes:

(Class A) Eight per cent accumulative preferred stock in the amount of six thousand (6,000) shares, ~~with no par value~~, the subscription price of which is to be One Hundred ($100.00) Dollars per share, or such other price as the Board of Directors of said corporation may from time to time determine, the same to be non-voting stock and to be subject to the right of redemption upon call by the Board of Directors in whole or in part at 105% per ~~upon the basis of five per cent premium, said premium to be based upon the price paid to the corporation for each of such shares of the capital stock so redeemed.~~

(Class B) Common stock in the amount of nine thousand (9,000) shares of no par value to be issued and paid for in the following manner:

One thousand (1,000) shares to each of the above named persons in part consideration of the execution and fulfillment of the contract pertaining to the exploiting, marketing, distributing and turning to account of his or her motion pictures with the ~~above~~ said corporation. The details concerning the delivery of the aforesaid common shares of stock to each of the aforesaid persons shall be more fully set forth ~~and superseded by~~ in the agreement between said person and said corporation pertaining to the exploiting, marketing, distributing and turning to account the motion pictures produced by such person and included in such contract.

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One thousand (1,000) shares to William G. McAdoo who is to become ~~in part consideration of the execution and fulfillment of a certain contract between him and that corporation, pertaining to the employment of said Mr. McAdoo by said corporation as its General Counsel. The remaining shares of such common stock to be issued for such consideration as the Board of Directors of that corporation may from time to time determine.~~ for said corp.

All of the aforesaid common stock shall be issued subject to the right of the said corporation for its then existing stockholders, ~~or both~~, to ~~re~~purchase the same in the event of such stockholder desiring to sell or transfer any portion or all of his or her shares of common stock in said corporation to any person who is not now actually associated with such stockholder in the business of Photoplays, and each certificate of common stock shall have written or printed on its face a notice of such prior rights of repurchase. Conditions governing such right of repurchase shall be fully set forth in the by-laws of the said corporation and a copy of the same shall be attached to each certificate of common stock of said corporation.

<u>VOTING:</u> The owner of the said common stock shall be entitled to one vote for each share of stock owned by him or her and the election of the members of the Board of Directors of said corporation shall be by accumulative voting, meaning and intending that the owners of the common stock may cast the number of votes that he or she is entitled to by virtue of the number of shares of stock he or she may own, multiplied by the number of directors to be elected at the given election in which

RIDER AT BOTTOM OF PAGE 5:

It is understood that the plan outlined in this agreement will be translated into legal form by Mr. McAdoo as general counsel for the corporation, in such manner as he may determine to be legally advisable, and that the parties will, under his guidance, take such steps in the formation of the corporation, and will execute such supplementary contracts and documents for the purpose of effectuating this agreement, as he may deem advisable.

the stockholders are then voting, for one Director if he or she so elect; or the owners of such common stock may cast the votes that he or she may be entitled to for the election of such person as he or she may desire for director ~~to fill any vacancy existing in such Board of Directors as will be more fully set forth in the by-laws of said corporation.~~

DIRECTORS: The Board of Directors of said corporation shall be five; it being the intention of the parties hereto that each of said parties have the privilege of being represented by one Director on such Board of Directors. The number of Board of Directors may be increased or diminished in pursuance of the laws governing same.

The duration of the corporation shall be perpetual.

The purposes for which the corporation shall be organized shall be the motion picture business and ~~the~~ business incidental thereto and such other business as the Board of Directors may from time to time determine.

~~The aforesaid Corporation shall be organized at such time as at least four of the above named persons may in writing determine and prior to July 1st, 1919.~~

~~The certificate and the by-laws of the said corporation shall be prepared or approved by said Mr. McAdoo and be subject to the written approval of at least three of the aforesaid persons.~~

S E C O N D :

FINANCING OF THE CORPORATION.

Each of the parties hereto agree with each other and all the others and with said corporation ~~about to be organized~~ and for the benefit of said corporation, to subscribe, and by these presents has subscribed, for the purchase of One Thousand (1,000) Shares of said preferred stock of the corporation for the sum of One Hundred ($100.00) Dollars per share, totaling One Hundred Thousand ($100,000.00) Dollars, to be paid for when called by written notice to that effect by said Mr. Mc Adoo; each call not to exceed twenty (20%) per cent of said subscription and such calls to be at least thirty (30) days apart. Such subscriptions are to be paid to said Mr. McAdoo prior to the incorporation of said corporation, thereafter to the treasurer of the corporation.

Upon the payment of each subscription the subscriber who has so paid his subscription, shall be entitled to receive the number of shares of said preferred stock that he will have paid for, such certificates of such stock to be delivered to the subscriber after the corporation has been organized.

The parties hereto agree that the above subscriptions shall inure to and be for the benefit of said corporation as fully as if said corporation were now legally organized and such subscription were legally made directly with said corporation; and for the purpose of

completing and carrying out the aforesaid subscription, each of the parties hereto does hereby designate and by these presents has designated the said Mr. McAdoo as his attorney in fact, for him and for her individually and severally, with full power and authority to transfer, set over and assign his or her above subscription for the purchase of said preferred stock of said corporation to said corporation as soon as organized, hereby confirming and ratifying the acts of said Mr. McAdoo in the making of such assignment.

THIRD:

CONTRACT FOR DISTRIBUTION OF MOTION PICTURES.

Each of the parties hereto agrees with each other and with all the others and with the said corporation when organized, and for the benefit of said corporation and the benefit of all the parties hereto, to execute and deliver a contract with said corporation for the sole and exclusive license to market, exploit, distribute and turn to account the motion pictures that each shall produce for and during the period specified in such contract between said corporation and each of said parties to this agreement, and for the particular motion pictures described in said contract, and pursuant to all the terms, conditions and provisions set forth in such contract, and for that purpose each of the parties hereto do execute and deliver contemporaneously with the execu-

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tion and delivery of this agreement, the aforesaid so-termed DISTRIBUTION CONTRACT with said corpotation fully executed on the part of such person to said Mr. McAdoo, and do hereby direct and empower said Mr. McAdoo to procure forthwith upon the organization of said corporation the execution of said contract in duplicate by said corporation and to deliver one of each of said duplicate originals of said contract to each of the parties to said contract, hereby ratifying and confirming the act of said Mr. McAdoo in so doing. All of the parties hereto do hereby agree to cause the Board of Directors of said corporation to authorize the proper officials of said corporation to execute the aforesaid DISTRIBUTION CONTRACTS in behalf of said corporation with each of the parties hereto.

FOURTH:

RESPONSIBILITY OF THE PERSONS.

The parties hereto do hereby agree and by these presents have agreed that this agreement does not, and is not intended to, constitute a copartnership between them, but is to serve as the basis upon which their business relations incident to the enterprise herein described are predicated; and the organization of the corporation and the execution and delivery of the DISTRIBUTION CONTRACTS and the fulfilment of the terms and provisions of this agreement, shall supersede this contract; and nothing contained herein shall abridge the powers of the Board of Directors of said corporation or control its deliberate-

action. Should any conflict arise between the provisions of this agreement and any subsequent or superseding agreements, the language in the subsequent or superseding agreements shall control. The parties hereto agree that this instrument shall be construed and enforced pursuant to the laws of the State of New York.

The parties hereto agree that in the event that Mr. McAdoo refuses or fails to act in the capacity herein designated, that all of the power and authority granted to him by each of the parties hereto are granted to such other person as may be selected in writing by a majority of the parties hereto, such person to have the same power and authority as hereinbefore provided for the said Mr. McAdoo.

This contract is binding upon the parties hereto, their respective heirs, legal representatives and assigns.

IN WITNESS THEREOF, the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

In the presence of: _____(L.S)

_____(L.S)

_____(L.S)

_____(L.S)

_____(L.S)

STATE OF CALIFORNIA,)
) SS.
County of Los Angeles.)

On this ____ day of January, 1919, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES CHAPLIN, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

Witness my hand and official seal.

_____
Notary Public in and for said County of Los Angeles, State of California.

STATE OF CALIFORNIA,)
) SS:
County of Los Angeles.)

On this ____ day of January, 1919, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared DOUGLAS FAIRBANKS, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

Witness my hand and official seal.

_____
Notary Public in and for said County of Los Angeles, State of California.

STATE OF CALIFORNIA,)
) SS:
County of Los Angeles.)

On this ____ day of January, 1919, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared DAVID W. GRIFFITH, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County
of Los Angeles, State of California.

STATE OF CALIFORNIA,)
) SS:
County of Los Angeles.)

On this ____ day of January, 1919, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared WILLIAM S. HART, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County
of Los Angeles, State of California.

STATE OF CALIFORNIA,)
) SS:
County of Los Angeles.

On this ____ day of January, 1919, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GLADYS MARY MOORE, professionally known as MARY PICKFORD, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County
of Los Angeles, State of California.

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Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

69GS GW (SHEET 2)

THEATRES STRATING WITH QUO VADIS SUGGEST YOU TAKE MATTER UP WITH OBREIN IF INTESTED UNDERSTAND COHAN AND HARRIS ARE IN COMMUNICATION WITH HIM ON MATTER REGARDS

J J MCCARTHY

425PM

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

69GS GW 117 BLUE

SI NEWYORK NY 12P 50 JAN 28 1919

A H T BANZHAF

HOTEL ALEXANDRIA LOSANGELES CALIF

AFTER SENDING TELEGRAM YESTERDAY REGARDING SEELY ORGANIZATION I LEARNED THAT COHAN AND HARRIS WERE INTERESTED IN IDEA OF PRESENTING PICTURES OF NEW COMBINATION IN HIGH CLASS THEATRES THRUOUT UNITEDSTATES AND CANADA I TALKED WITH MR HARRIS LAST NIGHT AT LENGTH ON SUBJECT AND IN MY OPINION HE HAS WORKED OUT EVERY ATTRACTIVE AND SOUND PROPOSITION AND WITH THE PRESTAGE OF THIER ORGANIZATION THRUOUT COUNTRY THERE SHOULD BE NO DOUBT ABOUT THE SUCCESS OF THE SCHEME IT WAS COHAN AND HARRIS WHO FIRST CONCEIVED THE IDEA OF PRESENTING PICTURES IN FIRST CLASS

POSTAL TELEGRAPH—CABLE COMPANY

NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

COUNTER NUMBER	TIME FILED	CHECK
	M.	

INDEPENDENT COMPETITIVE PROGRESSIVE

SEND the following NIGHT LETTERGRAM, subject to the terms on back hereof, which are hereby agreed to.

3—719

HOLLYWOOD HOLLYWOOD HOME 579693

JANUARY 29, 1919

1646 CAHUENGA AVE.

J. J. McCARTHY

807 LONGACRE BLDG.

NEW YORK N. Y.

O'BRIEN HAS COMMUNICATION FROM HARRIS MATTER YOU WIRED ABOUT. ALL SUCH PROPOSITIONS CAnnOT BE PASSED MQ UPON FOR TWO OR THREE MONTHS. REGARDS.

BANZHAF

CHG. D. W. GRIFFITH STUDIO ACCT.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION
NIGHT LETTER
TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

Kaufer

A595CH 49 NL

1919 JAN 29 PM 6 36

SV NEWYORK NY 29

ALBERT H T BANZHAF 1539

HOTEL ALEXANDRIA LOSANGELES CALIF

RECEIVED LETTER FROM ALFRED BLACK OWNER NEWENGLAND STATE RIGHTS HEARTS ASKING LIBERTY TO CHARGE ADMISSION PRICES AS HE MAY SEE FIT AS IS DONE IN OTHER TERRITORIES ADVISE UPTOWN OFFICE REFERRED HIM TO YOU STOP WEEKLY CHECK DID NOT ARRIVE UEBELMESSER UNEASY VERY LITTLE COMING IN ON CRUBAN REGARDS

DENNEEN.

POSTAL TELEGRAPH—CABLE COMPANY

NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

COUNTER NUMBER	TIME FILED	CHECK
	M.	

INDEPENDENT COMPETITIVE PROGRESSIVE

SEND the following NIGHT LETTERGRAM, subject to the terms on back hereof, which are hereby agreed to.

3—719
HOME
579693

HOLLYWOOD 1913 JAN 29 PM 5 HOLLYWOOD

JANUARY 29, 1913

1646 CAHUENGA AVE.

Heart

JOHN PEMBLETON

TWO RECTOR ST

NEW YORK N. Y.

REFER Black REGARDING NEW ENGLAND PRICES TO GREY . CHECK GOING FORWARD TODAY. MISS DENEEN SHOULD CALL UP OR WRITE MILES ASKING HIS INSTRUCTIONS ON LUGS. HAVE HER WIRE ME FULL DATA REGARDING PROGRESS SHOP MATTERS.

BANZHAF

CHG. D. W. GRIFFITH STUDIO ACCT.

January 29th 1919.

Mr. Alfred S. Black, Pres.
Park and Empire Theatres,
Rockland, Maine.

Dear Sir:

Your favor of the 27th inst. received, and I beg to state that Mr. Banzhaf is at present at the Coast. However, I am writing him with regard to your letter~~s~~ and will advise you as to his instructions in that matter as soon as I hear from him.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Film Market, Inc.

Suite 807 Times Building

New York

'Phone, Bryant 6548

Hearts State Right

January 29, 1919.

Mr. A.H.T.Banzhas,
c/o D.W.Griffith,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear sir:

We have a client who would like to buy the rights to THE HEARTS OF THE WORLD for New York State. Thus far we have been able to get the following proposition out of him:

$25,000.00 cash and ninety percent of the gross bookings until he has paid you $50,000.00. If you will agree to let him have ten positive prints we believe we can press him up ten or fifteen thousand dollars.

The writer has had wide experience in the marketing of pictures throughout the world and furthermore has actual records of prices paid for different pictures and the earnings of pictures for the past five years. The price that we have succeeded in making our client agree to equals that paid for Civilization. We do not care to give exact figures but will convince you that what we can make this man pay will equal record prices.

Refer you to Mr. J.J.McCarthy as to the selling and promotion ability of the writer. Civilization is mentioned because the writer was largely responsible for successful sale of it.

Our charge is ten percent of the price accepted by you.

A telegram will serve to put us on the job and place the above amount to your credit forthwith. Who will accept the money for you and sign the contract ?

Very truly yours,
THE FILM MARKET, INC.

Robt. W. Priest

President.

RWP/GM

BEECHWOOD
SCARBOROUGH-ON-HUDSON
TELEPHONE TWO HUNDRED OSSINING

January 29, 1919.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

My dear Mr. Griffith,

I wrote you recently, at your New York office, and learn from there that you are now in California. The object of my communication was to bring to your attention a young friend of Mr. Vanderlip's and mine- Miss Alice Owens of Ossining, New York - who has had a very fine dramatic training and some experience on the stage. She is, at present, with Winthrop Ames in his production of Maeterlinck's "Betrothal" but this is now threatening to close and Miss Owens would like to do some moving picture work. I believe she photographs well and knowing the artistic merit of your productions, we would like to see her in one of your companies. I have been given to understand that you are coming East and if this is true, I wonder if it would be possible for you to see Miss Owens.

Assuring you of our appreciation of anything you may be able to do for Miss Owens,

Very sincerely,

Narcissa C. Vanderlip.

(Mrs. Frank A.

In Consideration *of the receipt, by the undersigned*

of Ten and No/100 *DOLLARS*

John C. Hinkle and Sarah E. Hinkle, Husband and wife, San Fernando

of Los Angeles *County, State of* California *, do*

Grant to David W. Griffith

of Los Angeles *County, State of* California

the real property in the *County of Los Angeles,*

State of California, described as follows: That part of Lot three (3) in Section One (1) Township Two (2) North, Range Fifteen (15) west, S. B. M.. in the County of Los Angeles, State of California, described as follows: Beginning at the North west corner of said lot; thence East along the north line of said lot, four hundred twenty (420) feet, thence in a southerly direction, parallel with the west line of said lot, five hundred three and three tenths (503.3) feet; thence west, parallel with the north line of said lot, to its west line; thence northerly along said west line to the place of beginning. Also beginning at a point in the west line of said Lot three (3) five hundred three and three tenths (503.3) feet from the north west corner of said lot; thence east parallel with the north line of said lot, four hundred twenty (420) feet; thence south parallel with the west line of said lot, one Hundred seventy one (171) feet, thence west parallel with the north line of said lot, four hundred twenty (420) feet, to the West line of said Lot; thence North along the west line of said lot, one hundred seventy one (171) feet to the place of beginning.

TO HAVE AND TO HOLD unto the said grantee his *heirs and assigns*

John C. Hinkle and Sarah E. Hinkle

known to me to be the person s *whose name* s *are subscribed to the within instrument and acknowledged that* they *executed the same.*

Witness my hand and official seal

Mabel Wilkinson

Notary Public, Los Angeles County, California

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Ranch

Grant Deed

TO

Date _____ *191*__

Los Angeles Title Insurance Co.
INCORPORATED AUG 21. 1890

626 SOUTH SPRING STREET
LOS ANGELES, CAL.

Ranch Hinkle

59

Your Escrow No. 141615

Order No. _____

When recorded please mail this instrument to

D. W. Griffith
Griffith Ranch
San Fernando Cal

RECORDED AT REQUEST OF
Los Angeles Title Ins. Co
JAN 30 1919
At 8:30 *A. M.*
in Book 6799 *Page* 45
of DEEDS.
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By B. Gallardy
DEPUTY
Fee $ 1.00
5

155

DIRECTORS AND OFFICERS

TOM C. THORNTON,
PRESIDENT & GENL. COUNSEL

J. T. COOPER

C. T. CROWELL

R. H. HOWELL

T. L. GOOCH

C. SUMNER JAMES,
ASSISTANT SECRETARY

ALLIN L. RHODES
SEC'Y. & MANAGER

A. B. CASS

DAN CAMPBELL

WARREN GILLELEN

J. T. BUNN

S. A. VISEL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Frank Hinkle
6 acres

GUARANTEE OF TITLE TO

Part of Lot 3

Section 1

Township 2 North

Range 15 West
S. B. B.& M.

Ranch

LOS ANGELES TITLE INSURANCE COMPANY

CAPITAL STOCK $500,000.00

TELEPHONES:
HOME 60611 MAIN 6867
626 SOUTH SPRING ST.

LOS ANGELES, CAL.

THIS GUARANTEE IS PROTECTED BY A DEPOSIT OF $100,000.00 WITH THE STATE TREASURER OF CALIFORNIA

BR
Check RP

DIRECTORS
TOM C. THORNTON, LAWYER.
J. T. BUNN, INVESTMENTS
A. B. CASS, PREST HOME TEL. & TEL. CO.
DAN CAMPBELL, PREST FIRST NATL BANK OF TROPICO.
C. T. CROWELL, DIRECTOR SECURITY NATL. BANK.
J. T. COOPER, REAL ESTATE.
WARREN GILLELEN, CAPITALIST
T. L. GOOCH, HORTICULTURIST.
R. H. HOWELL, DIRECTOR SECURITY NATL. BANK.
STANLEY VISEL, LAWYER.
ALLIN L. RHODES, LAWYER.

CAPITAL STOCK $500,000.00

Los Angeles Title Insurance Co.

PHONES { SUNSET MAIN 6867 / HOME 60611

SUCCESSOR TO THE BUSINESS OF
TITLE ABSTRACT AND TRUST CO.
AND
LOS ANGELES TITLE AND TRUST CO.

INCORPORATED AUGUST 21, 1890.

OFFICERS
TOM C. THORNTON, PRESIDENT & GENERAL COUNSEL.
STANLEY VISEL, VICE PRESIDENT.
ALLIN L. RHODES, SECRETARY-MANAGER.
C. SUMNER JAMES, ASSISTANT SECRETARY.
LEGAL DEPARTMENT
W. P. FREEMAN.
THOS. W. HART.

626 SOUTH SPRING ST. LOS ANGELES, CAL.

No. 141615

Guarantee

Ld 5-270

Made at the request of David W. Griffith and John C. Hinkle.

After an examination of the official records of the County of Los Angeles, State of California, except those hereinafter named, and of the records of the Federal Offices located at Los Angeles, in relation to the title of the real property hereinafter described, the

Los Angeles Title Insurance Company

a Corporation organized and existing under the Laws of the State of California and having its office and place of business in the City of Los Angeles, County of Los Angeles, State of California.

hereby guarantees that the title of said property as it appears from said records is vested in

D A V I D W. G R I F F I T H

F R E E O F I N C U M B R A N C E S

Except: A Mortgage executed by David W. Griffith, a single man, to secure his note (and any renewal thereof) for Two Thousand Dollars ($2000.00), dated January 20th, 1919, due two (2) years after date, with interest from date at Seven per cent (7%) per annum, payable semi-annually, in favor of John C. Hinkle; also such additional sums, with interest, as may thereafter be borrowed. Filed for record January 28th, 1919.

141615-2

DESCRIPTION

That part of Lot Three (3) in Section One (1), Township Two (2) North, Range Fifteen (15) West, S. B. B. and M., in the County of Los Angeles, State of California, described as follows:

Beginning at the North West corner of said Lot; thence East along the North line of said Lot, four hundred twenty (420) feet; thence South parallel with the West line of said Lot, six hundred seventy-four and three-tenths (674.3) feet; thence West parallel with the North line of said Lot to its West line; thence Northerly along said West line to the place of beginning.

This Guarantee does not Include an Examination of, or Report on,

1. *Municipal Records (except the City of Los Angeles.)*
2. *Records of, or matters relating to, Boulevard, Irrigation, Drainage, Reclamation, Overflow, Protection, Storm Water, Road Improvement, Fire Protection, Lighting, Sanitary or Levee Districts, if the property above described lies within the boundaries of any such district.*
3. *Proceedings by the City of Los Angeles to construct sewers or improve, widen or open streets or alleys in said City, or for street, street-lighting, shade-tree, sidewalk, park and playground improvements, until the same become a lien under the statute.*
4. *The validity or legality of tax sales, assessments, attachments, leases, easements, declarations of homestead or money judgments if any are mentioned in this guarantee.*
5. *Existing roads, mining locations, water locations or matters relating thereto or reservations contained in Letters Patent.*

In Testimony Whereof, the Los Angeles Title Insurance Company *has caused this Guarantee to be duly signed by its President and attested by its* Assistant *Secretary under its corporate seal this* Thirtieth *day of* January, 1919 *at* 8:30 A. M.

Los Angeles Title Insurance Company,

By

Tom C. Thornton

President

Attest: J. Warner

Assistant *Secretary*

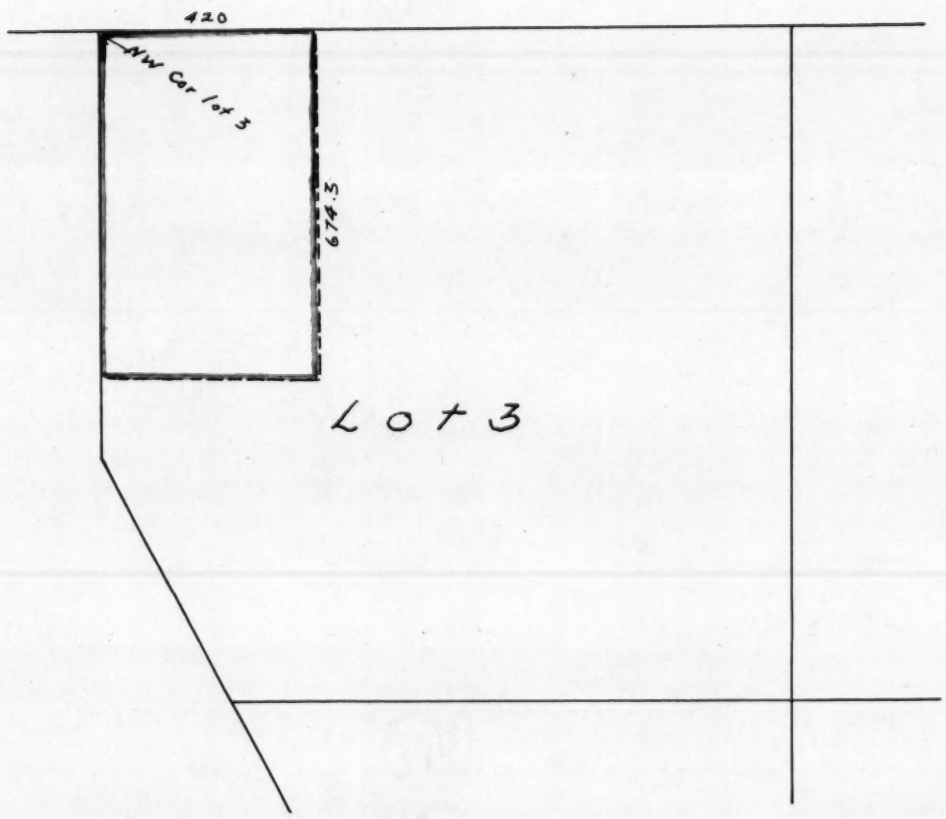
141615

N.

Plat

Showing part of
Lot 3 Section 1
Twp 2 North Range 15 West.
L.A. Co. Cal.

S



Los Angeles, California

January 31ST, 1919

Mr. Morris Gest,
Century Theatre Bldg.
New York, N. Y.

Dear Mr. Gest:

Matter of profits on "Hearts of the World" has not yet been straightened out. Of course, the Influenza and on top of that the coming of peace put quite a crimp in everything.

Am sending you a check for $2000.00 upon money that I spoke about, however, and think when matters are straightened out there will be something to add to this.

Do not know what effect the peace move will have upon the future of the picture -- naturally hope it doesn't have a bad one.

Best wishes for you and yours. I am

Yours most sincerely,

Hearts

January 31st 1919.

Mr. Alfred S. Black, Pres.,
Park & Empire Theatres,
Rockland, Maine.

Dear Sir:

In conformity with a wire from Mr. Banzhaf received this morning from the Coast, I will instruct you to take up the matter of the New England prices with Albert L. Grey, of the "Hearts of the World" office, #1476 Broadway, New York City. He will be able to give you the necessary information.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 31st 1919.

Mr. Albert L. Grey,
Hearts of the World Office,
#1476 Broadway,
New York City.

Dear Mr. Grey:

I enclose herewith letter received from Alfred Black with regards to New England admission prices on "Hearts of the World", together with my reply to the same in conformity with a telegram received from Mr. Banzhaf, which I send for your information.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

U. S. TREASURY DEPARTMENT.
Customs Cat. No. 7525.
T. D. 35969.—FORM WTB 105.

(For United States Customs and War Trade Board.)

This space for use of Customs.
No. .....
(Code No. Dist.) (Port.)

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway Express (Carrier from interior point, if any.) For shipment on the ..... (Name of carrier. If vessel, give name, motive power, and flag if known.)

From Detroit, Mich. (U. S. Customs port of exportation.) To ultimate foreign destination Toronto, Ontario, Canada (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back.	War Trade Board Code number.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc.	Value at time and place of shipment. U. S. Products, including foreign goods altered or remanufactured in the United States.	Value at time and place of shipment. Foreign Products in same condition as imported.
W. T. B. EXPORT LICENSE NO.	R A C #8	....., DATE OF EXPIRATION.		.....1, 191....	DOLLARS ONLY.	
4 Wooden	4 wooden	Positive Motion Picture				
Boxes consign-	boxes	Film "A Romance of Happy				
ed to Famous		Valley" - 4 prints				
Players-Lasky Corp		6 reels per print				
Royal Bank		Total 24 reels		23744 ft.	$1899	
Bldg. Toronto,						
Canada.						
P D2 W						

Waybill or manifest
No....., ..., 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,
....., 191 ....., *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act, approved October 6, 1917; that Famous Players-Lasky Corporation of Toronto, Canada is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players Exchanges of Calgary, Montreal and Toronto., is the actual consignee on whose account the shipment is made.
(Name.) (Address.)

Sworn and subscribed to before me

on January 31st, 1919

Geo. H. Schneider
(Deputy Collector, notary public, etc.)
My Commission Expires August 31, 1921

(Signature) D. W. GRIFFITH STUDIO.

(Capacity) By E C Bidwell Manager
(Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd. Los Angeles, Cal.

01—448

INSTRUCTIONS.

Read carefully to avoid delay at shipping point.

This form must be prepared in quadruplicate for all merchandise shipped to a foreign destination except shipments in transit through the United States from one foreign country to another and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

Export license number and date of expiration must appear immediately above goods shipped thereunder.

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transhipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. **Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(*a*) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(*b*) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

2. **Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. **Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. **The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary, or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. **Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

6. **Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. **The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. **Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. **The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. **The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent alcoholic strength.

11. **The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. **Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

13. **Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. **Sale and printing of blanks.**—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

To the Collector: I hereby authorize.....

address ....., to act as my agent for customs purposes in the exportation of the within-described goods. Please deliver the certified duplicate accordingly.

.....

Shipper.

c1—448

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Jan. 30, 1919

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corporation c/o Price Waterhouse Co. of Royal Bank Bldg. Toronto, Ontario, Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	Amount
P W D-2	4	Copies Motion Picture Film			
		entitled "A Romance of Happy			
		Valley" 5936 feet per copy			
		Total Footage - 23744	.08	.08	1899.52
		War Tax 1/4¢ per foot.			59.36
					1958.88
		"Goods made in U.S.A.			
		to be returned."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 30th day of January 1919

(Signature) E. L. Bidwell
Business Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Jan. 30, 191 9

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corporation c/o Price Waterhouse Co. of Royal Bank Bldg. Toronto, Ontario, Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
P W D-2	4	Copies Motion Picture Film			
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					1958.88
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		to be returned."			

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(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 30th day of January 191 9.

(Signature) E C Bidwell Business Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

January 31st'19.

Attention Mr. Bidwell,
D. W. Griffith Studios,
#4500 Sunset Boulevard,
Hollywood, Los Angeles.

RE: Negative-Vault #12.

Gentlemen:-

As per our telephone conversation to-day we are enclosing herewith the following policies covering negative film in Vault #12, which renewing policies expiring during the month of January, and which we trust you will find entirely satisfactory.

"Yorkshire"	#531368	$25,000.00	Jany.7th'19
London Ass.	#4675313	$ 5,000.00	Jany.12th'19.
Atlas	#288059	$ 4,000.00	Jany.16th'19 — Returned 2/14/18
Northern	#315139	$ 5,000.00	Jany.16th'19
Philadelphia	#155197	$ 2,000.00	Jany.20th'19
Niagara	#530776	$ 5,000.00	Jany.20th'19
Globe & Rut	#30501	$ 5,000.00	Jany.21st'19
		$51,000.00	

All of which we trust you will find entirely satisfactory, and for which please accept our thanks.

Very truly yours,

J. W. KAYS COMPANY, INC.

By W. W. Campbell

R 128

TYPEWRITER SALES ORDER

1919

Branch Los Angeles Date Jan. 31, 191

Deliver to D. W. Griffith's Studio.
Sunset & Hoolywood Blvds.

Charge to Above

Noiseless Typewriter as follows:

Width	Type	Ribbon	Price
3-10"	Picas	Blk Rec	175.00
Allow.	Und. 582585-5	40.00	
"	" 788148-5	55.00	150.00
"	" 908567-5	55.00	
			$225.00
			~~155.00~~

It is understood and agreed that title to the above mentioned machine... does not pass from The Noiseless Typewriter Distributing Co. until fully paid for. The above, subject to approval of The Noiseless Typewriter Distributing Co.

Approved
The Noiseless Typewriter Distributing Co.

PURCHASER

By A. Tavares

AUTHORIZED AGENT

THE NOISELESS TYPEWRITER DISTRIBUTING CO.

INCORPORATED

J. G. TAVARES
PRESIDENT
S. L. HOOPER
VICE PRES & GEN. MGR.
A. G. WALSH
ASS'T TREAS.

· OFFICES ·
SAN FRANCISCO
SEATTLE
LOS ANGELES
PORTLAND

459 SOUTH OLIVE STREET
LOS ANGELES

January 31, 1919

7

D.W.Griffith Studios,

Sunset & Hollywood Blvds.,

Los Angeles, Calif.

Gentlemen:-

We guarantee Noiseless Typewriters Nos. 21901 - 18525, covered by our invoice No. 266, dated January 31, 1919, for a period of two years from date, and agree to make all repairs necessitated by ordinary use, without charge, during that time. You are at liberty to call our Mechanical Department at any time during the period of this guarantee, for any adjustments or cleaning which the machines may need, without charge to you.

This guarantee, however, does not include the cost of ribbons, or results brought about by accident, misuse, or neglect.

Very truly yours,

THE NOISELESS TYPEWRITER DISTRIBUTING CO.

A. Tavares

Manager.

A.T..B

THE ONLY UP TO DATE
PLAY HOUSE IN TOWN

HIGH CLASS MOVING PICTURES
AND GOOD DANCE FLOOR

THE JEN-DIKE THEATER

CONFECTIONERY PARLOR IN CONNECTION

ST. JOHNS, ARIZONA, Jan 31-1919

Sunset Film Corp.
Los Angeles,
Cal.

Dear Sir

Last Apr I wrote you from Snowflake Ariz while running a show there about Fairbanks Hart pictures, but I never used any at that time, but if your prints are still in first class order, I could use them now. ~~$17.50~~ 50 each if all are 5 reels and over, that is one every other week, starting Feb 15th with one program, then Mar 15-Mar 29. Apr 12-Apr 26th and so on, I would like very much to open with the "Good Bad Man" Feb 15th. Now this town is 75 miles off the R.R. and I only sign contracts that can ship my films so they will reach Holbrook always in time for the stage, in this way, say the program I use

THE ONLY UP TO DATE
PLAY HOUSE IN TOWN

HIGH CLASS MOVING PICTURES
AND GOOD DANCE FLOOR

THE JEN-DIKE THEATER

CONFECTIONERY PARLOR IN CONNECTION

ST. JOHNS, ARIZONA.

Feb 15th must reach Holbrook the night of the 13th at 1155 P.M. then they leave Holbrook next morning and get here in the night. so I just have ~~them~~ in time for the 15th
Send contract at once and I shall return deposit etc.

Respectfully
B C Jendike

Epspinny

INSTRUCTIONS AS TO ACCOUNTING PROCEDURE
FIRST NATIONAL PICTURE SERIES.

0-0-0-0-0-0-0-

1. KEEP AN ENTIRE SET OF BOOKS SEPARATELY. Buy a very small and inexpensive set , as all transactions contained therein will later be transferred into a special set of books here which we have arranged to keep for these three pictures <u>only</u> after Mr. Griffith comes to New York.

2. Keep separate bank account called "FIRST NATIONAL SERIES".

3. Pay any and all expense for the First National picture out of this bank account.

4. Deposit all monies which you receive from the First National to the credit of this account.

5. PAY NO BILLS or other expenses applicable to the D and C Artcraft pictures out of the First National account.

6. Let the First National account carry the entire expense of the Laboratory, and let the First National render the bills to the D. W. Griffith studios for all printing and developing C and D work.

7. Let the First National pay for all negative and positive stock and bill the C and D pictures at 3¢ per foot finished positive and 3-1/2¢ per foot for negative stock and developing. if you think these prices high make them lower

8. Carry on your C and D Artcraft payrolls only such people as are actually working on such productions. All those which you cannot charge to any one particular production -CARRY ON YOUR FIRST NATIONAL PAYROLL.

9. All salaries and expenses which would constitute a regular overhead expense pay out of your First National funds and BILL the D. W. Griffith studios for a small amount for overhead and charge this to the current C or D picture.

10. Distribute your First National expenses in accordance with classification, which I am making out and which I shall forward you within a few days.

11. If you happen to run short of C and D funds, let the First National make a cash loan to thw D. W. Griffith studios and show these amounts as loans on the D.W.G. books and as Accounts Receivable.on the First National books. Never make a book entry between these two accounts,- let all the transactions be in the form of cash payments against bills rendered.

INSTRUCTIONS AS TO ACCOUNTING PROCEDURE
FIRST NATIONAL PICTURE SERIES.

-O-

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3. Pay any and all expense for the First National picture out of this bank account.

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ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

February 1st 1919.

D.W.G. CORPORATION

-to-

ALBERT HT. BANZHAF, DR.

- -

To services rendered for month of January 1919 - - - $150.

Received Payment,
JAN 4
Albert H. T. Banzhaf

PHONE HOME 99164
HOLLYWOOD 3381

Los Angeles, Cal., Feb 1 1919

Mr D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

Plumber

1654 N. Vermont Avenue
Corner Prospect

As per attached Bill	3 00
" " " "	5 80
" " " "	5 50
" " " "	2 50
" " " "	16 05
" " " "	3 40
" " " "	4 80
" " " "	1 50
" " " "	14 40
" " " "	100 15
	$157.10

paid 2/11 - ck # 2874

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

February 3rd 1919

Mr. E.C.Bidwell,
4500 Sunset Boulevard,
LOS ANGELES. CAL.

Dear Bidwell,

Enclosed please find Bill for $550 which you will kindly send check for at your earliest convenience. $300 of this Mr. LLoyd will supply you with vouchers for. The $250 is a charge to expense of Mr. Arthur Ryan who will reach there on Thursday the 6th. He is doing work pertaining to the censorship and this amount should be taken from your censorship funds.

With best wishes and kind regards

Very truly yours,

Albert L. Grey

On Page 5, Paragraph Second, Article A, after the words "this contract" insert the following: "Subject, however, to the producer's first right to make or cause to be made such additional motiom picture copies of each such photoplays".

Same paragraph: After word "copies", insert, "if not made by the producer as above provided"

Comment: I do not care ~~as to~~ whether this phraseology I suggested be adopted or not, so long as the substance is provided therefor.

Page 5, at end of Paragraph Third, insert: "All advertising and literature shall be first approved by the producer at his New York office before it is made or used by the corporation as more fully hereinafter provided for."

Page 6, paragraph IV, Article D, should contain copy of clause which Mr. Wright has in reference to contract with exhibitors agreeing not to alter or change film. Also it should be provided that the photoplay shall only be exhibited with the accompaniment of the musical score or cues as furnished and/or prepared by the producer, if any, and said musical score or cues shall be played by at least as large an orchestra as is usually employed in such theatre or motion picture house where said photoplay is shown.

Also suggest the same clause in Mr. Wright's contract that corporation guarantees that it will enforce these provisions of its releasing contracts with the exhibitors.

2/3/19
draft of
UA agreement

Page 10, paragraph V, Article C, second line from bottom of paragraph after the words "in the City of New York" : "and to each of the following named persons: Mary Pickford, Douglas Fairbanks, etc, provided they are ~~still~~ directors or still interested in the exhibiting company".

Same paragraph, insert after the word "until" the word "after".

Page 13, paragraph 8, Article B, ~~insert~~ on the third line from the bottom of the page, after the words "relative to", insert the word "personally"; and after the word "making" insert "or directing"; and on same line, after the words "or photoplays", insert "except such person, persons, firm, firms, corporation or corporations with which the producer is at present associated, or with such person, persons, firm or firms, corporation or corporations, with which said producer may hereafter become associated as a supervising director or otherwise financially interested, and in any such cases the producer agrees not to personally direct such motion picture photoplays or permit his name to be used publicly in any manner in connection therewith except as hereinafter specifically provided for in Subdivision C of this paragraph.

P. 16 (6)

Page 14, paragraph 8, Article B, second line, after the words "present contracts" insert: "wherein the producer agrees to personally direct motion picture productions".

Page 15, paragraph XI, second line, after the words "to procure" insert "and the corporation hereby agrees to procure".

Same Page, paragraph XIII at the end thereof, insert "except as hereinbefore provided".

This last suggestion is made on account of the bankruptcy clause and may or may not be essential.

Comment: I have interlined throughout the contract additional matter which I believe can be readily interpreted and have used the words "personally directed" or "direct" in order to distinguish this contract from others which Mr. Griffith has wherein he may supervise direction. As above stated, I am not insistent on any of the phraseology which I have suggested herein so long as the substance and the clear intention of the parties therein attempted to be expressed be made clear. Neither have I attempted to suggest or comment on the corrections or amendments which Mr. O'Brien made note of last evening, some of which may take care of the matter herein suggested.

In addition, I would suggest that where the corporation makes additional prints, that it report the number of such additional prints to the artists; that the corporation agree that it will take all action necessary to enjoin and prosecute any unlawful exhibition of said photoplays or the copyright thereof; and also that the contract contain the "copartnership" clause.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMORANDUM OF AGREEMENT, made in duplicate, ~~(each copy to be considered for all purposes as an original)~~, and entered into this 3d day of February A.D. 1919, by and between David W. Griffith now residing in the City and County of Los Angeles, State of California, hereinafter designated as ~~artist and~~ the producer, ~~(Producer to be used in contract with Mr. David W. Griffith, Artist to be used in other contracts)~~ party of the first part, and UNITED ARTIST DISTRIBUTING CORPORATION, a corporation organized pursuant to the Laws of the State of New York and having its principal place of business in the City of New York, hereinafter designated as CORPORATION, party of the second part,

W I T N E S S E T H:

WHEREAS, David W. Griffith ~~(here insert name of artist or producer)~~ is well and favorably known to the theatre-going public because of his ~~or her~~ extraordinary ability as ~~an actor or actress and photoplay artist~~ a motion picture director and the name of David W. Griffith ~~(insert name of artist or producer)~~ has been extensively advertised throughout the United States of America and other parts of the world where motion picture attractions ~~in which said pictures have appeared or~~ have been produced under his personal ~~the supervision or~~ direction ~~of said producer~~ and, have been so exhibited, and the trade name and good will of said ~~artist or~~ producer ~~are~~ is of great value; and

WHEREAS, said CORPORATION is desirous of inducing said ~~artist~~ producer to produce personally, direct and for David W. Griffith SPECIAL FEATURE PHOTOPLAYS for and during the period of this agreement, and of granting to said CORPORATION the exclusive right, license and privilege of exploiting, marketing and turning to account and to exhibit, distribute or cause to be exhibited and distributed said photoplays for the period of

MUSEUM OF MODERN ART FILM LIBRARY

time and pursuant to terms and conditions and provisions herein set forth; and

WHEREAS, said ~~artist~~ Producer is desirous of making a series of SPECIAL FEATURE PHOTOPLAYS, personally directed by him during the period of time herein provided and of granting unto the CORPORATION the exclusive right, license and privilege to exploit, market, turn to account, exhibit, distribute and cause to be exhibited and distributed the aforesaid series of photoplays, to be known as"~~(insert name of artist or producer)~~ David W. Griffith SERIES OF PHOTOPLAYS", in all parts of the world, for the period and in the manner, and upon the terms and pursuant to the conditions and provisions hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the premises, and the mutual promises and ~~c~~covenants herein contained, and for the further consideration of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, IT IS AGREED by and between the parties hereto as follows:

FIRST:

PRODUCTION OF PICTURES

(a) Said ~~Artist~~ Producer agrees to provide at his ~~or her~~ own expense, (including all taxes imposed upon or affecting the negatives and positive prints of each of such photoplays) the CORPORATION with a series of at least three (3) special feature motion picture photoplays in which said ~~artist~~ producer personally agrees to ~~portray~~ direct the leading character or role, such photoplays to be known as"~~(insert name of artist or producer)~~ David W. Griffith SERIES OF PHOTOPLAYS", ~~within such period, consisting of two (2) negatives~~ per year beginning not later than the first day of February 1920, for and during the period of the next ensuing three (3) years, totaling at least nine (9) such feature photoplays within such period, to consist of two (2) negatives of each photoplay, provided the making of

two (2) negatives be permitted by the ~~legal~~ Governmental authorities, (otherwise one negative so long as such Governmental restriction exists) and one-hundred (100) complete positive copies in the event of such photoplays being at least four-thousand (4000) lineal feet long, and two-hundred complete positive copies in the event of such photoplay being less then four-thousand (4000) lineal feet in length, cut and conformed to the sample print before said delivery and ready for projection purposes, and each photoplay is to be exhibited in the United States of America, such photoplays to be of the same high class as to photography, acting and direction as the photoplays personally directed by the Producer ~~said artist has appeared in~~ during the past two (2) years, and to unfold an entertaining story and to consist of between 3500 four thousand (4000) and Eight ~~six~~ thousand (6000) lineal feet ~~(the length of film to be modified in Mr. Chaplin's contract)~~, the leading character ~~role~~ in each of such photoplays to be personally directed ~~portreyed~~ by said producer ~~artist~~, and one negative and the positive copies to be delivered by said producer ~~artist~~ in the following manner: By notifying in writing, by registered mail or telegram, said CORPORATION at its New York office at least two (2) weeks in advance of the date when said producer ~~artist~~ is prepared to deliver the aforesaid copies of each photoplay. Whereupon said CORPORATION shall provide said producer ~~artist~~ with written directions where to send, at the expense of said CORPORATION, the aforesaid copies of the aforesaid photoplays, and said producer ~~artist~~ shall agree to promptly comply with said directions.

(b) Said producer ~~artist~~ agrees to deliver while said producer ~~artist~~ is making each of such photoplays, or at the time of delivery of the negative or positive copies of each of such photoplays, such still plates made by such Producer ~~artist~~ for such photoplay as the term is understood in the motion picture business, and if in the judgment of said Producer ~~artist~~ are desirable for advertising purposes of such photoplays, and such still plates may be used by said CORPORATION in reproducing photographs in publi-

city and advertising purposes, and are to be returned to said ~~artist~~ Producer in the same manner and subject to the same conditions as cover and affect the negatives and positive copies of such photoplays, as in this contract provided.

The aforesaid delivery of each of such aforesaid photoplays and still plates is conditioned upon the payments and provisions herein set forth

(c) The title of the negative and positive copies and still plates delivered to or procured by the CORPORATION pursuant to this contract, for the purposes of this contract, shall remain in said ~~artist~~ Producer, subject to the rights of the CORPORATION as set forth in this agreement, and each negative and positive copy of each photoplay and the still plates, or so many as are then in existence, shall be returned to said ~~artist~~ Producer by the CORPORATION five (5) years from the date of release for exhibition purposes of the positive copies of each of such photoplays in the United States of America, at the last address provided said CORPORATION by said ~~artist~~ Producer, or such other place as the ~~artist~~ Producer may direct in writing to the CORPORATION at least thirty (30) days prior to the expiration of said five (5) year period.

(d) All other rights in and to the literary composition of each of said photoplays, and in and to the said photoplays themselves, except such rights as are specifically granted to said CORPORATION by said ~~artist~~ Producer pursuant to this agreement are reserved and withheld by said ~~artist~~ Producer.

SECOND:

LICENSE TO MAKE MOTION PICTURE COPIES

(a) Said ~~artist~~ Producer does hereby grant, and by these presents has granted unto the CORPORATION, the right to make, or cause to be made such ~~motion picture~~ additional positive copies of each of such photoplays as in the judgment of said CORPORATION may be necessary, to properly market and turn to account each of the

aforesaid photoplays in all parts of the world during the life of this contract, in no event to exceed fifty (50) such copies of such photoplays except with written consent of said ~~artist~~ Producer first had and obtained. The cost of such additional copies, if not made by the Producer as above provided, is to be ~~deducted and~~ paid from the earnings derived from the use of such positive copies prior to the earnings derived from the use of such positive copies being divided between the parties hereto; as hereinafter provided. And does further grant and by these presents has granted to CORPORATION the exclusive right and privilege to market and turn to account, exhibit, , distribute or cause to be distributed or exhibited the aforesaid additional positive copies in all parts of the world for and during the period of this agreement.

(b) All replacements of the positive copies, or parts of the same shall be paid for from the earnings derived from such positive copies, or parts of same which have been so replaced by the CORPORATION prior to the receipts derived from such positive being distributed hereto, as hereinafter provided.

THIRD

ADVERTISING

The name of ~~(insert name of artist or producer)~~ David W. Griffith shall receive "chief prominence", and by "chief prominence" is meant that his ~~or her~~ name shall be in larger letters than and of at least twice the size ~~than~~ any other part of the subject matter in which his ~~or her~~ name appears, in all advertising and literature used in connection with this enterprise, and that the name of no other person appear in connection with the advertising and exploiting of each of said photoplays except as directed by said ~~artist,~~ Producer except the name of the CORPORATION and the name of the theatre in which the photoplays will be exhibited. All advertising and literature shall be first approved by the Producer at his own expense, before it is made or used by the corporation as hereinafter provided

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FOURTH

CONSIDERATION

(a) The CORPORATION shall supply exhibitors with first calss lithographs in one or more colors with each photoplay at a reasonable price, in such quantities as may be required by the exhibitor, the general character of the aforesaid lithographs photoplays to be submitted to the Producer ~~artist~~ or his ~~or her~~ duly constituted agent, at, and who shall have, a place at or in the Burrough of Manhattan, City of New York, for his ~~or her~~ written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days of date of delivery at such office, then the CORPORATION may use the lithographs so submitted, orothers substantially similar. Such lithographs shall be supplied to the exhibitor by the CORPORATION at cost, plus a reasonable percentage of profit.

addition B

(c) The press matter provided and circulated by the CORPORATION relative to such photoplays, shall be submitted to the Producer ~~artist~~ or his ~~or her~~ duly appointed agent at, and who shall have, a place of business in the Burrough of Manhattan, in the City of New York for his ~~or her~~ written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval or refusal to approve, not being given within three (3) days from the date of delivery of the same at such office, then the CORPORATION may use the material so submitted or material substantially similar.

adoption (C) clause out

(d) The negative copies of each of said photoplays and the positive copies of the same and the still plates as delivered by the Producer ~~artist~~ to the CORPORATION shall not be altered or changed in any manner whatever for exhibition purposes, except with the written approval of the Producer ~~artist~~ first had and obtained, and except as required by the legal authorities in charge of censoring motion pictures or photoplays for exhibition purposes, and except such changes in titles as may be required for use of such photoplays

in the non English speaking countries of the world.

(e), It is agreed by the parties hereto, that the Producer ~~artists,~~ motion pictures and photoplays Personally directed by him enjoy universal popularity in the so termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest number of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the CORPORATION agrees that all leases or licenses to use positive copies of such of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit so termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the CORPORATION to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the CORPORATION to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(f) Said CORPORATION agrees to use its best efforts to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question in cities where the photoplays of such producer ~~artist~~ had been heretofore exhibited for periods of a week or more and for as long a period

in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper ~~mathm~~ financial returns to said CORPORATION and to said distributor.

(g) The ~~artist~~ Producer reserves the right to designate a representative or representatives at his ~~or her~~ own expense, in any or all of the various offices of said CORPORATION for the purpose of approving of the various contracts pertaining to the exhibition of such photoplays, and in that event such approval not to be unreasonably withheld by such representative.

addition II.

And in addition to the above consideration, one thousand (1,000) shares of the common stock of the said CORPORATION to be delivered in escrow to a person or corporation to be agreed upon by the parties hereto and to be held by said person until said ~~ARTIST~~ Producer delivers to said CORPORATION, nine (9) photoplays. Should said ~~ARTIST~~ Producer be unable to deliver nine (9) such photoplays because of illness or incapacity during the period of this agreement, said ~~ARTIST~~ Producer shall receive so many of the aforesaid one thousand (1,000) shares of the common stock of this CORPORATION as the number of photoplays delivered by said ~~ARTIST~~ Producer to this CORPORATION pursuant to this agreement bears to the number of nine. The balance of the shares of such common stock shall be delivered by such escrow agent to this CORPORATION.

Fourth (B)

FOURTH

CONSIDERATION

addition (C) remove

(a) The CORPORATION agrees to pay to the ~~artist~~ Producer, and the ~~artist~~ Producer agrees to accept as a consideration for _____ _____ all moneys derived from the license to use each of the aforesaid photoplays for exhibition purposes, in the United States of America, be divided and belong thereto as follows: Eighty (80) percent to said ~~artist~~ producer, twenty (20) percent to said distributor. In the Dominion of Canada, seventy (70) percent to said ~~artist~~ producer and thirty (30) percent to

said CORPORATION. In all other parts of the world, seventy (70) percent to said ~~artist~~ Producer and thirty (30) percent to said CORPORATION. The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said CORPORATION except from the sale of lithographs. The aforesaid consideration due said ~~artist~~ Producer shall be paid by said CORPORATION within three (3) weeks from the end of each week for which the consideration has been derived from the use of such photoplays, and except as to the consideration derived from the use of such photoplays in foreign countries, which shall be paid monthly and shall be accompanied with true and accurate statements showing the details of each rental, including the name of the theatre, the date when exhibited and the rental or consideration paid for the use of the same.

Permitted

(b) No agreement of franchise or territorial right for the use of any such photoplay shall be made or entered into by said CORPORATION without written consent of said ~~artist~~ Producer first had and obtained.

Insert

(c) The duties and Governmental taxes that ~~imply~~ apply to the importation or circulation of each of such photoplays, shall be deducted from the gross receipts of such photoplays prior to receipts from such photoplays being divided between the parties hereto, but said CORPORATION shall use its best efforts to ~~provide for~~ procure the payment of such taxes by the persons or corporations exhibiting the same, if the same be lawful so to do.

FIFTH

ILLNESS AFFECTING THE NUMBER OF PHOTOPLAYS

(a) Should the ~~artist~~ Producer, because of illness or injury to him ~~or her person~~, or for any cause beyond his ~~or her~~ control be unable to or fail to complete and deliver any of the minimum number of said series of photoplays to said CORPORATION providing said CORPORATION will have complied with all of the

material, promises and obligations in this agreement, on its part to be kept and performed, the number of such photoplays that said ~~artist~~ Producer agrees to deliver to said CORPORATION pursuant to this agreement, shall be reduced in the proportion that the number of weeks of such illness bears to the total period of the contract.

(b) Should said ~~artist~~ Producer be permanently disabled ~~or disfigured~~, so as to prevent his ~~or her~~ producing ~~a~~ the character of photoplays covered by this agreement, this contract shall thereupon terminate and end. Said ~~artist~~ Producer shall be thereupnn releived from further compliance of this agreement.

(c) Said ~~artist~~ Producer agrees that in the event of the CORPORATION violating any of the promises, covenants and obligations of the CORPORATION to be kept and performed pursuant to this agreement, that the CORPORATION will have thirty (30) days in which to rectify and comply with such violation after receiving notice to that effect by registered letter sent by said ~~artist~~ Producer, or his ~~or her~~ representative to the principal office of CORPORATION located in New York City, and ~~to each of the following named persons, Mary Pickford, Douglas Fairbanks, Chas. C. Wm. H. Hart~~ and until ~~the~~ expiration of said thirty (30) days, the CORPORATION shall not deem it be in the fault.

addition

SIXTH

(a) The CORPORATION does hereby purchase and acquire, and by these presents has purchased and acquired from said ~~artist~~ Producer, the exclusive right, license and privilege to market, turn to account, to exhibit, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid series of photoplays personally directed by the producer, for at least ~~three~~ Twelve (3) photoplays per year, for and during the aforesaid period of ~~three~~ Three (3) full years beginning at the date heretofore set forth, to be ~~produced~~ personally directed by said ~~artist~~ Producer, and in each of which said ~~artist~~ Producer agrees to ~~portray~~ personally direct the leading character as more fully hereinbefore described, for the aforesaid compensation or consideration, and pursuant

to all the terms, conditions and provisions on the part of the CORPORATION, to be kept and performed as in this contract set forth.

(b) The CORPORATION agrees to provide, where reasonably feasible, through ownership or contract relation and for the term hereof throughout such portions of the world covered by this agreement where motion pictures of said ~~artists~~ producer are now being exhibited, exchange or other method of distribution of sufficient number to reasonably satisfy the demand of such photoplays, in all of the respective division of said territory, and to offer said photoplays for exhibition purposes for so much of the aforesaid period of this contract, as applies to the particular territories of the world, as there may be a demand for the use and exhibition of such photoplays in such particular territory.

(c) The CORPORATION agrees that the RELEASE dates for exhibition purposes in the United States of America, and the Dominion of Canada, shall be within one hundred and twenty (120) days of the date of delivery of the negatives and positive copies of each of the aforesaid photoplays personally directed by the ~~artist~~ Producer to the CORPORATION, as herein provided. Such photoplays shall be offered for exhibition purposes in the United States of America, and the Dominion of Canada from that date during the entire period of the license of such photoplays, or so long as there is a reasonable demand for the same, and in other parts of the world covered by this agreement as the same can be reasonably marketed, and as long as the demand for the use of said photoplays in such territory warrants.

(d) The parties hereto agree that any waver by said ~~artist~~ producer or the CORPORATION of any breach of any kind or character whatsoever by the other, whether such waver be direct or implied, shall not be construed as a continuing waver of, or consent to, any subsequent breach of this contract on the part of the other; and

(e)

~~(e)~~ ~~The parties hereto agree that pursuant to this contract, and~~ particularly as regards the making and delivery of the statements ~~and the providing of the statements~~, and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(e) The CORPORATION agrees to keep true and accurate books of accounts in which shall be entered all details of every kind and character pertaining to this business of this enterprise, and all contracts pertaining to the marketing and exhibiting of said photoplays from the various theatres in which they are exhibited, which shall be open to the inspection of said ~~artist~~ Producer or his ~~or her~~ representative or accountant at all reasonable times.

SEVEN

(a) Said CORPORATION and said ~~artist~~ Producer agree that this contract is personal in respect to each of the parties hereto, and that neither can assign the same by voluntary or involuntary act, by operation of law or otherwise, without a written consent of the other first had and obtained; nothing herein contained, however, shall prevent the ~~artist~~ Producer from assigning this contract after said ~~artist~~ Producer will have completed and delivered to the CORPORATION the photoplays herein provided, subject, however, to the ~~artist~~ Producer remaining liable as principal upon said contract.

(b) The CORPORATION consents that this agreement may be assigned by the ~~artist~~ Producer to a corporation, provided such assignment shall be endorsed by an instrument of writing, duly executed under seal and ~~assigned~~ acknowledged by the assignee, and be delivered to the CORPORATION, wherein and whereby such assignee shall accept and assume all the terms and covenants of this agreement, to be kept and performed by the said ~~artist~~ Producer and become personally bound to comply therewith. The consent to such proposed assignment shall not release said ~~artist~~ Producer from

any of the terms, covenants and conditions in this agreement contained; and in the event of such assignment, said ~~artist~~ producer agrees to personally direct the production of each photoplay and to personally direct ~~portray and represent~~ the star and leading role the actors portraying in each photoplay, and to continue liable as principal jointly and severally with such CORPORATION with all the terms and covenants hereof and for any default in the faithful performance of this agreement by such CORPORATION and himself, ~~or herself~~, or either of them.

EIGHTH

(a) The CORPORATION agrees that the ~~artist~~ Producer may produce and deliver the aforesaid photoplays at such times as to him ~~or her~~ may seem desirable, provided the negative and positive copies of the first of aforesaid photoplays be delivered to said CORPORATION on or before first day of February 1920 and the remainder not less than two (2) nor more than four (4) months from the date of the delivery of the previous photoplays, and provided that at least three (3) of such photoplays shall be delivered during each year of the aforesaid period, except as otherwise herein provided.

(b) Said ~~artist~~ Producer agrees that the services ~~of~~ that said ~~artist~~ producer shall render pursuant to this agreement for said CORPORATION, ~~as~~ special, unique and extraordinary, and that the same cannot be replaced, and because of such and for the consideration paid, and to be paid to said ~~artist~~ Producer pursuant to this agreement, said ~~artist~~ producer agrees not to render any service of any character to any person, persons, firm or corporation relative to personally directing making motion pictures or photoplays, (1) or to make his ~~or her~~ appearance in spoken drama upon the public stage, except for patriotic and charitable purposes, from and after

Insert 4. Reserve

the period required by said ~~artist~~ producer to complete his ~~or her~~ pre-said contract wherein the producer agrees to personally direct motion picture productions which is here represented to be not later than the _____ day of _____ 19__, until the series of photoplays herein provided are completed, or until this contract is legally terminated, and that an injunction shall issue to restrain such ~~artist~~ producer from such violation, such injunction being necessary to protect and preserve the CORPORATION'S rights and to prevent irreparable damage.

(c) The CORPORATION agrees that said ~~artist~~ producer may produce, if said ~~artist~~ producer so elect, not more than one so termed unusual or special motion picture per year of at least ~~seven~~ 10 thousand (~~7~~ 10,000) lineal feet in length, and such motion picture shall not be included or covered by this agreement, provided the production of such motion picture does not prevent said artist from producing at least three (3) of such series of photoplays as is herein provided.

additional

NINTH

(a) The CORPORATION agrees to properly care for the negatives in fire-proof vaults, and still plates of the aforesaid series of photoplays, expect at such times as it is necessary to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still plates, then in existence, upon the expiration of the respective period of the license of each of such photoplays, or the sooner termination of this contract, to said ~~artist~~ producer, the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usage. Should said CORPORATION be unable to return any of the negatives or positives copies or still plates because of loss through their own destruction, or because of any act beyond the control of said CORPORATION or its employees, it shall provide in lieu thereof, reasonable satisfactory proof of such loss or destruction to said ~~artist.~~ producer

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MUSEUM OF MODERN ART FILM LIBRARY

TENTH

INFRINGEMENTS:

(a) Said ~~artist~~ producer agrees to indemnify and hold harmless the CORPORATION on account of and against any claims, demands or suits which may be made or brpught by third parties, questioning the right, license and privilege of said CORPORATION, its exchanges, members and licensees to use such photoplays in the United States of America, in the full exercise of the rights hereto granted or purported to be granted to the CORPORATION by said ~~artists~~ producer, and said ~~artists~~ producer agree to join in the defense of any such claim or litigation.

addition 2

ELEVENTH

Said ~~artist~~ Producer does hereby constitute and empower the CORPORATION as attorney in fact, and the Corporation hereby agrees to procure to procure copyrights in all countries of the world where copyrights are procurable of each of said photoplays, in the names of said ~~artists~~ Producer, at the expense of the CORPORATION.

TWELFTH

CENSORSHIP CLAUSE

(a) Should any legally constituted Board of Censors in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplay, or require the excision of any substantial portion of any such photoplay, the ~~artist~~ Producer agrees to replace and rearrange that portion of said photoplay so condemned, with reasonable promptness if same be practicable and desirable, the opinion of said ~~artist~~ Producer to be final in said matter.

addition 3

~~THIRTEENTH~~ Fifteenth

This contract is binding upon the parties hereto, their respective heirs, legal representatives, ~~heirs~~ successors and assigns, except as herein before provided

Zielin

Goldwyn Distributing Corporation

Goldwyn Pictures

FOREIGN SALES DEPT.
OFFICE OF MANAGER

509 FIFTH AVENUE

NEW YORK February 4, 1919.

Bud 1317

The Wark Producing Corp.,
1476 Broadway,
New York, N. Y.
Attention of Mr. McCarthy.

Dear Sir:--

Will you kindly take note of the fact that I have been instructed by Messrs. Saenz and Mai, to inform you that three prints of "INTOLERANCE" should be shipped as soon as you can obtain license, to their address, Avenida Pte. Roca 531, Buenos Aires, Argentine, while the two prints with English titles and one print with Spanish titles should be delivered to me, on the tenth floor of 509 Fifth Avenue.

It might be advisable if you make the shipment through Massce and Company, Battery Park Building, 21-24 State Street, who are taking care of all our shipments to Buenos Aires, and are familiar with all the details in connection therewith.

I am at this moment wiring my customers to the effect that they should open immediately a credit account for $22,500 in your name in a New York Bank.

Will you be good enough to inform me on what boat you are going to ship this so that I can inform my customers by cable.

Yours very truly,

A. Zielin

Manager.

AZ/BB

NATIONAL ASSOCIATION OF THE

Motion Picture Industry

TIMES BUILDING NEW YORK

February 4, 1919.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Sir:

NOTICE is hereby given that a special meeting of the Board of Directors of the National Association of the Motion Picture Industry, Inc., will be held at 805-806 Times Building, New York, on Monday, February 24th, 1919, at eleven o'clock in the forenoon.

The resignation of Mr. William A. Brady, as President, also the resignation of the Motion Picture Exhibitor's League of America, as members of Class 2, will be acted upon at this meeting, together with such other business as may properly be brought before the meeting.

A special meeting of the members of the National Asscciation will be held at four o'clock in the afternoon of February 24th, for the purpose of voting upon amendments to the by-laws as recommended by the Executive Committee at a meeting held on January 31st, 1919.

By order of the Executive Committee.

J. H. Elliott
Jr.

Executive Secretary.

NATIONAL ASSOCIATION OF THE

Motion Picture Industry

TIMES BUILDING NEW YORK

February 3, 1919.

To the Members of the National Association of the Motion Picture Industry, Inc.

NOTICE is hereby given that a special meeting of the members of the National Association of the Motion Picture Industry, Inc., will be held at 805-806 Times Building, New York City, on Monday, February 24th, 1919, at four o'clock in the afternoon.

The following Amendments to the by-laws will be presented for adoption by vote of the members of the Association at this meeting, in accordance with the recommendation of the Executive Committee:

Amendment No. 1. Section 1 of Article 1 shall be changed by striking out the paragraph marked Class II, everything now therein contained, and substituting therefor the following:

"EXHIBITORS OF MOTION PICTURES"

Amendment No. 2. Section II of Article 1 shall be changed by striking out of the paragraph marked Class II, everything now therein contained, and substituting therefor the following:

"To this class any person, firm, association or corporation engaged in exhibiting motion pictures shall be eligible under such conditions as may be prescribed by the Board of Directors."

Amendment No. 3. The first paragraph of Section I of Article IV shall be amended to read as follows:

"The government of the association shall be vested in a Board of 42 Directors. Directors shall be elected by ballot at each annual meeting of the association. The Directors shall be divided into five classes, and shall be elected as follows: Seven directors shall annually be elected out of, by and from the members in good standing of Class I.

"Fourteen directors shall annually be elected out of, by and from the members in good standing of Class 2.

"Seven directors shall annually be elected out of, by and from the members in good standing of Class 3.

"Seven directors shall annually be elected out of, by and from the members in good standing of Class 4.

"Seven directors shall annually be elected out of, by and from the members in good standing of Class 5.

Amendment No. 4. The second paragraph of Section I of Article VIII shall be changed to read as follows:

"Each class heretofore named shall annually elect by ballot a branch committee to represent the class from which said committee is elected. The number of those composing each branch committee shall be not less than the number of directors elected annually to represent each of said classes."

Amendment No. 5. Section II of Article XII shall be changed by striking out the last paragraph.

Each member is urged to attend this special meeting in person, if unable to do so a proxy should be properly filled out and filed with the Executive Secretary at the office of the Association on or before February 22d. A form of proxy is herewith enclosed, together with a return addressed envelope.

By order of the Executive Committee.

FREDERICK H. ELLIOTT,

Executive Secretary.

National Association of the Motion Picture Industry, Inc.

TIMES BUILDING, NEW YORK CITY

PROXY

I hereby appoint _____

as my proxy and agent, with power to act and vote in my behalf at the special meeting of the members of the NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY, INC., to be held at 805-806 Times Building, in the City of New York, on Monday, February 24th, 1919, at four o'clock in the afternoon, or at any adjourned session or sessions thereof.

(Signed) _____

Member, National Association of the Motion Picture Industry, Inc.

Dated at _____

Feb. ____, *1919.*

Member of Class _____

DAVID WARK GRIFFITH

AN APPRECIATION FROM A NATIONAL AUTHORITY ON THE LABOR SITUATION TO THE WORLD'S MASTER DIRECTOR

---"Law and Justice are different. Mr. Griffith in his wonderful picture

RALPH L. CRISWELL

'THE MOTHER and THE LAW'

explains the difference."

—RALPH L. CRISWELL, City Councilman of Los Angeles

Only Four Days More to See This Smashing, Terrific, Dramatic Thunderbolt

LAUGHS—SUSPENSE—THRILLS

3 TIMES DAILY

Los Angeles Record Wed. Feb. 5, 1919

Movies Lure McAdoo Into $100,000 Job

Former Secretary To Be Counsel for Pickford-Fairbanks-Chaplin Combine

$50,000 Offered by Rivals

"Big Five" Determined "Not to Permit Any Trust to Blight Their Work"

William Gibbs McAdoo, former Secretary of the Treasury and Director General of Railroads, has accepted the position of general counsel to the United Artists' Distributing Association, an organization of the biggest stars of the motion picture world, it was learned here yesterday.

Mr. McAdoo signed his contract, signalling his return to private practice, in Los Angeles, where he has been resting since he gave up his duties as Director General of Railroads.

As Secretary of the Treasury, Mr. McAdoo's salary was $12,000 a year, and it was the limitations of this income which he said impelled him to resign. No mention of his income from the "movies" was officially received from California yesterday, but Robert Gray, brother of D. W. Griffith, one of the members of the association, declared last night it could hardly be less than $100,000.

Besides Griffith, Mr. McAdoo will now represent legally Charlie Chaplin, Mary Pickford, William S. Hart and Douglas Fairbanks, known to the screen world as the "Big Five."

Defiance of "Trust"

In a statement issued immediately after the signing of his contract, the former Secretary of the Treasury said:

"They (the 'big five') have determined not to permit any trust to destroy competition or to blight or interfere with the high quality of their work. They feel that it is of the utmost importance to secure the artistic development of the motion picture industry, and they believe that this will be impossible if any trust should get possession of the field and menace the business."

Discussing the acquisition of Mr. McAdoo in the broader aspects of its relation to the moving picture business, managers here all expressed the greatest satisfaction last night.

"We think that the entrance of Mr. McAdoo into the industry is sure to prove a bully good thing," is the way Carl Laemmle, president of the Universal, summed it up.

"He's a fine man, and we're mighty glad to have him come in," said Samuel Goldwyn.

"This is a step in the right direction," Richard A. Rowland, president of the Metro, said. "Men of Mr. McAdoo's type will put the industry where it belongs. There is still room for more of the same type."

Signed by Fairbanks

Credit for securing the services of Mr. McAdoo was assigned last night by

Continued on page four

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First to

[Copyright, 1919, New York Tribune Inc.]

McAdoo Joins Movies; Counsel For "Big Five"

Artists of New Company Include Mary Pickford, Fairbanks, Chaplin, Hart

Salary To Be $100,000

Former Secretary Refused $50,000 a Year From Universal, Says Carl Laemmle

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Continued on page four

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Continued from page 1

Albert Gray primarily to Douglas Fairbanks.

"Mr. Fairbanks," he said, "had known Mr. McAdoo personally for some time. Their relations were most cordial. When the ex-Secretary decided to go to Los Angeles for a rest, the new United Artists' Company was looking for a general counsel of unquestioned standing and ability."

The chance of Mr. McAdoo's arrival at this juncture, Mr. Gray said, suggested him to Douglas Fairbanks's mind as a possibility. The athletic film star approached his friend immediately upon the latter's arrival in Los Angeles. The next evening a conference, at which the other members of the quintet were present, took place at Mary Pickford's home. Mr. McAdoo on that occasion expressed himself as willing to consider the proposition. A series of subsequent conferences culminated in Monday's agreement.

Previously, on the same day that Mr. McAdoo's resignation from the Cabinet was announced, The Tribune learned last night, an offer was extended to him to enter the "movie" business as a general director. This offer came from the Universal Company, the salary suggested being $50,000.

"Mr. McAdoo thought the matter over for some time," Carl Laemmle, who made the proposition, said last night. "He was very favorably disposed toward the moving picture industry and spoke enthusiastically of its great possibilities. Finally he declined to join us on the ground that he lacked the practical experience for such a position as we had asked him to fill."

"Movie" men last night, however, were inclined to feel that the thought Mr. McAdoo had given to the industry in connection with this offer might have had some influence in causing him finally to undertake the legal work of the "Big Five" group.

McAdoo Joins Movies; Counsel For "Big Five"

Continued from page 1

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Los Angeles Examiner

AN AMERICAN PAPER FOR THE AMERICAN PEOPLE — THE GREAT NEWSPAPER OF THE GREAT SOUTHWEST

Reg. U. S. Pat. Off.

CALIFORNIA FORECAST
Los Angeles and vicinity—Tuesday fair; gentle northwesterly winds.
San Francisco and vicinity—Tuesday unsettled; probably showers; winds mostly southerly; moderate.

COAST TEMPERATURES

Los Angeles	51	Portland	37
San Diego	51	Spokane	27
San Francisco	51	Tacoma	42
Sacramento	46		

VOL. XVI—NO. 55 Official Forecast—Fair (Full Weather Report in First Column of Want Ads.) LOS ANGELES, TUESDAY, FEBRUARY 4, 1919 TELEPHONES—MAIN 8300, HOME 10195

M'ADOO JOINS FILM COMBINE; AMERICA MAY RULE COLONIES

EX-CABINET OFFICER WILL BE COUNSEL

In Secret Meeting at Fairbanks Home, Alliance of Screen and Finance Wizards Is Made

Salary of Six Figures Hinted in Pact; Hart's Attorney Here to Complete the Last Details

WILLIAM G. M'ADOO, former Secretary of the Treasury of the United States and, until recently, head of the Government Railway Administration, consented last night to become general counsel of the "Big Five

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BULLETIN

By Universal Service

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BY ROBERT WELLES RITCHIE

Staff Correspondent Universal Service Special Cable Dispatch

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BY H. J. GREENWALL

(Exclusive Cable to Universal Service and London Daily Express.)

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The Government intends to close Weimar—the seat of the prospective national assembly—hermetically to the outside world. Only special permits will enable persons to enter the city.

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"I am keenly aware of the unusual and distinguished honor you are paying me by permitting me to meet you in this place and address you from this historic platform. Indeed, sir, as day has followed day and week has followed week, in this hospitable land of France, I have felt the sense of comradeship ever become more and more intimate, and it has seemed to me that the making of history was being singularly clear.

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AMERICA MAY RULE COLONIES

EX-CABINET OFFICER WILL BE COUNSEL

In Secret Meeting at Fairbanks Home, Alliance of Screen and Finance Wizards Is Made

Salary of Six Figures Hinted in Pact; Hart's Attorney Here to Complete the Last Details

WILLIAM G. M'ADOO, former Secretary of the Treasury of the United States and, until recently, head of the Government Railway Administration, consented last night to become general counsel of the "Big Five of Filmdom"—Mary Pickford, Douglas Fairbanks, William S. Hart, Charles Chaplin and D. W. Griffith—as was exclusively forecast late last week by the "Examiner."

SALARY OF SIX FIGURES

While the salary which will be paid the former Cabinet member was not given out, it was believed certain that his annual remuneration would include six figures.

In this connection it was remembered that when he retired as Secretary of the Treasury, Mr. McAdoo made public his determination to seek some extra remunerative post which would enable him to recoup his private fortune.

Immediately following conference with three of the stars and the foremost impresario and producer, at the palatial Beverly Hills home of "Doug" Fairbanks, the son-in-law of President Wilson made known his acceptance of the post and issued the following statement:

"After a conference with Miss Mary Pickford and Messrs. Douglas Fairbanks, Charles Chaplin and D. W. Griffith I have agreed to become general counsel for the United Artists' Association, the independent company which they are organizing for the protection of their interests.

AGAINST COMMERCIALISM

"They have determined not to permit any trust to destroy competition or to blight or interfere with the high quality of their work. They feel that it is of the utmost importance to secure the artistic development of the motion picture industry and they believe that this will be impossible if any trust should get possession of the industry and wholly commercialize the business."

Present at the meeting, which did not terminate until after midnight, were Attorneys Dennis F. O'Brien, representing Miss Pickford and Fairbanks; Albert H. T. Banzhaf, representing D. W. Griffith, and Arthur Wright of Los Angeles representing Chaplin.

HART'S ATTORNEY ABSENT

It was announced that "Bill" Hart's connection with the organization has been held in abeyance, owing to the late arrival of his attorney, William Grossman, from New York. Grossman did not reach Los Angeles until late yesterday. Hart was at a private viewing of some of Fairbanks' recent pictures and a social gathering which preceded the business conference, but departed early.

There was no indication that there had been any rupture between Hart and the other members of the Big Five.

Attorney O'Brien elaborated McAdoo's statement somewhat when he stated that a corporation would be organized immediately by the stars and the master director pursuant to contracts already agreed upon. He said the members of

(Continued on Page 3, Column 4)

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CROWN PRINCE SEEKS DIVORCE

Former Heir to German Throne Instructs Berlin Lawyers to Begin Proceedings

By Universal Service

ZURICH, Feb. 3.—(By Wireless, via London.)—Ex-Crown Prince Friedrich Wilhelm of Prussia has instructed his Berlin lawyers to start suit for divorce, according to the Muenchener Zeitung.

Reports of strained relations between the ex-kaiser's eldest son and his wife, the former Crown Princess Cecelie, have been persistent for years. More than once during the war Friedrich Wilhelm's name has been linked with stories of adventures of a risque sort and the ex-crown prince's weakness for the charms of the eternal feminine has been common gossip in Europe and has made him a sort of imperial "gay Lothario."

De Castelnau's Army of East Dissolved

PARIS, Feb. 3.—(Havas)—The army group of the East has been dissolved, General de Castelnau has been relieved of his command and will be assigned to other duties.

POSTSCRIPT

TEXTILE WORKERS WIN

NEW YORK, Feb. 3.—More than 600,000 textile workers have won the 48-hour week in their fight throughout the country, said President John Golden of the Textile Workers of America Union.

VOLCANOES BECOME ACTIVE

HONOLULU, Feb. 3.—Kilauea, one of the largest volcanoes in the world, situated on the eastern slope of Mauna Loa, has resumed activity after a period of comparative quiescence. A lava column is rising from the crater with unabated force and the fiery liquid mass has overflowed the rim of the pit in three places. Mauna Loa also is showing signs of activity.

$2000 LOSS IN FIRE

SMOLDERING embers from the fire which destroyed property valued at $150,000 late last week, caused a blaze early today in the plant of the Tibbetts-Oldfield Paint Company, 1099-1912 East Fifteenth street, and caused damage amounting to several thousand dollars before it was extinguished. The fire was discovered by Louis Buffam, a watchman.

EXODUS OF NEGROES

MARION, O., Feb. 3.—An exodus of negroes was in progress here today, following the posting of warnings ordering them to leave by 6 o'clock tonight. The warnings resulted from an attack yesterday upon Mrs. Margaret Christian near where Mrs. Clyde Scranton was attacked and murdered late Wednesday night.

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Staff Correspondent Universal Service
Special Cable Dispatch

LONDON, Feb. 3.—The thirty-first Parliament of the United Kingdom, in many ways the most unusual in the history of British politics, opens tomorrow.

This will be a Parliament in which one constituent part of the kingdom, namely, Ireland, will be totally unrepresented except by a handful of Ulster Unionists, with seventy-three vacant seats representing rebellious Ireland.

WOMAN CHOSEN

Another anomaly is that the first woman ever elected to a seat in the austere British governing body, the Countess Markiewicz, will not attend, because she is a Sinn Feiner.

The old Nationalist party, once glorified by the names of Redmond and John Dillon, has been almost completely submerged by Asquith's Liberals, like Pharoah's hosts after the Red Sea did its work, and labor is occupying strong seats.

Even old line British politicians are unable to make predictions as to what sort of creature this new Parliament will prove to be. Lloyd George's overwhelming victory in the December elections has given him such a top-heavy majority that already the Liberal papers and his partisans predict his coalition vote of 478 will not remain cohesive and that inevitable friction arising from the tremendous problems facing the Parliament will cause certain integers of Lloyd George's strength to fly apart.

One thing certain is that labor is in the saddle, particularly in view of the present spasms of industrial strife, and labor is bound to get what it wants or know why not.

Andrew Bonar Law will lead the coalitionists and will be government spokesman in the House of Commons. Subtracting eighty non-unionist Irish members, the opposition dwindles to 149, leaving a government majority of 139.

FACE TREMENDOUS PROBLEMS

Joseph Devlin is leading the forlorn hope of the seven Irish Nationalists who may attend the opening session, only to announce that they will attend no further sittings.

No parliament since the Napoleonic wars has been faced with such a tremendous problem of constructive work fraught with such consequences. It must solve the labor troubles, the coal supply, the demobilization task, the growing unemployment crisis, the question of trade restriction, that of housing soldiers on farms and—the greatest and knottiest of all—the Irish puzzle.

R. R. Commission Hears Redondo Plea

REDONDO BEACH, Feb. 3.—The State Railway Commission was in session at Redondo Beach this afternoon to hear a petition from the city for the opening of Hermosa avenue into Pacific avenue over the Santa Fe and Pacific Electric Railway tracks.

Both railways were represented by counsel and City Attorney Perry appeared for Redondo Beach. Hiram W. Brundige of Hermosa Beach, who was recently appointed to the commission, presided.

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SUBWAY STRIKE TIES UP LONDON

Hundreds of Thousands Walk Through Snow-Covered Streets to Work

BY WILLIAM J. BUTLER

Staff Correspondent Universal Service
Special Radio Dispatch

LONDON, Feb. 3.—Despite the new subway strike, which is tying up the whole underground system of London, compelling hundreds of thousands to walk or roller skate to and from work, and threats of further strikes by the steam and electric railway workers, signs are not wanting this evening that the terrorist menace is waning.

Having stopped the reign of terror and bloodshed at Glasgow with armed troops and created a disposition on the part of the strikers to resume work Wednesday on a forty-seven-hour week basis, the Government intends, it is understood, to use the same tactics at Belfast and other hotbeds of incipient anarchy.

Tanks and armored cars have just been landed at Dublin, en route for Belfast, to strike at the fountain head of the terrorist menace in Ireland.

Four Russian Jews and one Sinn Fein strike leader have been deported. The desire to accept a 47-hour week return to work is reported growing among the strikers.

Maj. S. E. White Is L. A. Visitor

Major Steward Edward White, California author, who recently returned from France with the "Grizzlies," arrived in Los Angeles yesterday from his home at Burlingame.

He was accompanied by Mrs. White and stated last night at the Alexandria that he came here on a business trip.

Major White saw active service in the battle of Chateau-Thierry and the Argonne Forest. He had four brothers also in the military service.

$74,000 Discrepancy in Fire Loss Estimates

PASADENA, Feb. 3.—A difference of $74,000 exists in the estimates of damage from fire in the storerooms of Walton & Co., jewelers, at 393 East Colorado street, and H. Liebes & Co., furriers, 395 East Colorado street, which occurred at 8 o'clock this morning.

Arthur W. Isaacs, manager of the Liebes store, declares that the damage to his stock alone is $75,000, chiefly from smoke and water.

Fire Chief A. M. Clifford of the Pasadena department declares that the entire damage from the conflagration, to both the stocks, building and fixtures, will not exceed $1000.

Ammunition Train Men Mustered Out

SAN PEDRO, Feb. 3.—Demobilization of the men of the Fifty-second Ammunition Train, which arrived here from overseas last Friday night, started today at the upper military reservation.

According to Col. Harry Newton, in charge of the cantonment, the entire unit of 586 men will have their discharges by the end of the week.

PRESIDENT IN PEACE SPEECH TO DEPUTIES

Audience Insists Upon Standing While Great Leader Addresses Them; Great Applause Follows

French Statesmen and Members of Both Houses Hear U. S. Chief in Thrilling Address

PARIS, Feb. 3.—(By The Associated Press)—President Wilson this evening delivered an address in the Chamber of Deputies, having as auditors President Poincare, the Presidents of the Chamber and the Senate, many members of both Houses of Parliament, and the personnel of the French cabinet.

The President was accompanied to the Palais Bourbon by President Poincare, who called for him at the Murat Mansion. Premier Clemenceau and M. Dubost, speaker of the Senate, also were in the party, which reached the Palais Bourbon exactly at 5 o'clock.

DESCHANEL RECEIVES PARTY

Paul Deschanel received the party on the steps of the building, standing bareheaded in the damp and chilly weather. The party then disappeared into the chamber, M. Deschanel leading the way, with President Wilson and M. Poincare walking side by side and M. Dubost and M. Clemenceau bringing up the rear.

M. Deschanel opened the sitting with a short but eloquent speech of welcome, to which President Wilson replied in English, an interpreter translating.

ENTIRE AUDIENCE RISES

As President Wilson rose and walked toward the tribune, with a quick step, the Deputies, Senators and others arose and cheered and applauded for fully five minutes. The audience insisted on hearing the President's address standing.

M. Poincare, Clemenceau and Dubost also stood. This seemed to embarrass President Wilson, who made gestures that the deputies remain seated, but they shouted:

"Standing! We will hear you standing!"

ASKS THAT DEPUTIES BE SEATED

President Wilson turned to M. Deschanel, begging him to request that the deputies be seated, but the President shrugged his shoulders, as if helpless, and President Wilson began in a low voice, which gained force as he proceeded.

There was a ripple of applause now and then as he was speaking, but the majority of the deputies and senators were unable to understand English clearly; thus the enthusiasm did not break out until the interpreter translated the speech. Then the deputies and senators gave full vent to their feelings."

Nat C. Goodwin's Remains Interred

ROXBURY, Mass., Feb. 3.—After funeral services at the home of his aged parents here today, the body of Nat C. Goodwin, famous comedian, was interred in Milton Cemetery, beside that of his brother, Edward Goodwin, noted tragedian.

The services were attended by Miss Georgia Gardner of Los Angeles, who was to have become Goodwin's sixth bride, his parents and a few friends and relatives.

VOLKER IS PASADENA VISITOR

PASADENA, Feb. 3.—William Volker, philanthropist of Kansas City, is a guest at the Hotel Green. Mr. Volker was the originator of the idea of the Kansas City municipal pawnshop. But that project is declared by his friends to be the least of his benefactions, which he extends quietly throughout the Middle West, helping many people and institutions just for the joy of giving assistance, never letting publicity find him out if he can help it.

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"We knew before this war began that France and America were united in affection. We knew the occasions which drew the two nations together in those years, which now seem so far away, when the world was first beginning to thrill with the impulse of human liberty, when soldiers of France came to help the struggling little republic of America to get on its feet and proclaim one of the first victories of freedom.

LINKED WITH BOTH BRITAIN AND FRANCE

"We had never forgotten that, but we did not see the full meaning of it. A hundred years and more went by and the spindles were slowly weaving the web of history. We did not see it to be complete (dozen words missing here). In that far-off day when France came to the assistance of America, America was fighting Great Britain, and now she is linked as closely to Great Britain as she is to France.

"We see now how these apparently diverging lines of history are coming together. The nations which once stood in battle array against one another are now shoulder to shoulder, fighting a common enemy. It was a long time before we saw that, and in the last four years something has happened that is unprecedented in the history of man. It is nothing less than this, that bodies of men on both sides of the sea and in all parts of the world have come to realize their comradeship in freedom.

"France, in the meantime, as we have so often said, stood at the frontier of freedom. Her lines lay along the very line that divided the home of freedom from the home of military despotism. Hers was the immediate peril. Hers was the constant dread. Hers was the most pressing necessity of preparation and she had constantly to ask herself this question, if the blow falls, who will come to our assistance? and the question was answered in the most unexpected way. Her allies came to her assistance, but many more than her allies. The free people of the world came to her assistance. And thus America paid her debt of gratitude to France by sending her sons to fight upon the soil of France. She did more. She assisted in drawing the forces of the world together in order that France might never again feel her isolation, in order that France might never feel that hers was a lonely peril, would never again have to ask the question, who would come to her assistance?

ALTERNATIVE A TERRIBLE ONE FOR FRANCE

"For the alternative is a terrible alternative for France. I do not need point to you that east of you in Europe the future is full of question. Beyond the Rhine, across Germany, across Poland, across Russia, across Asia, there are questions unanswered and they may be for the present unanswerable. France still stands at the frontier. France still stands in the presence of those threatening and unanswered questions, threatening because unanswered, stands waiting for the solution of matters which touch her directly and intimately and constantly, and if she must stand alone, what must she do? She must put upon her people a constant burden of taxation. She must undergo a sacrifice that may become intolerable. And not only she, but the other nations of the world must do the like. They must stand on cap-a-pie. They must be ready for any terrible incident of injustice. The thing is not conceivable.

"I visited the other day a portion of the devastated region of France. I saw the noble city of Rheims in ruin, and I could not help saying to myself, 'here is where the blow fell, because the rulers of the world did not sooner see how to prevent it.' The rulers of the world have been thinking of the relations of governments and forgetting the relations of peoples. They have been thinking of the maneuvers of international dealings, when

(Continued on Page 2, Columns 4-5)

U. S. EXECUTIVE EMBARRASSED BY DEMANDS

Allied Delegates Seek to Give Portion of Responsibility for Colonial Rule to America

British Want U-Boats Outlawed, While Others Believe Submarine Inexpensive Means of Defense

BY JUSTIN M'GRATH

Staff Correspondent Universal Service
Special Cable Dispatch

PARIS, Feb. 3.—The embarrassment of President Wilson and the American peace commission is growing daily through the increasing and persistent demands that the United States accept the responsibility for governing certain territories to be placed under the jurisdiction of the League of Nations.

The position of the President and the American plenipotentiaries is that they have no mandate from the American Congress and the American people to accept such responsibility.

FOR LASTING PEACE

Some mandate, in the President's view, was imperative to make the League of Nations vital, thus insuring the permanent peace of the world. Now it seems more and more that settlements which will insure permanent peace must be reached upon the basis of at least partial American responsibility for the supervision of some territory under the League of Nations.

President Wilson's plan of action, it is understood, will be to have the plan of a league of nations adopted without committing America to any special responsibility under that plan.

U. S. SHOULD CONTINUE AID

But to make that plan completely successful the Allies and other European peoples think we should continue to aid where aid is necessary. So the American plenipotentiaries are now saying to Congress in effect:

"It is for you to say what part of the responsibility and of the burdens you think the United States ought to bear if any."

If Congress accepts the President's opinion as to what should be done, he will feel authorized to proceed. If not he will lay the whole matter before the country on a speaking tour.

NO DECISION ON U-BOATS

The writer can state positively that no decision has as yet been reached as to the future use of submarines.

The British navy wants the submarine to be declared an outlawed weapon. Some American officers side with the British. Another view, however, is that the submarine is a necessary and inexpensive means of protection for the great American coast line and also for the seaports of a smaller nation against aggression by a strong nation.

MAY RESTRICT SUB USE

One view is that the use of the submarines should be restricted to the three-mile limit. Besides, it is said to be practically impossible to prevent a nation from making parts of submarines in time of peace and assembling them in time of war.

In this connection it is pointed out that parts for more than 175 submarines were found in Germany after the armistice had been signed.

British Dominions to Get Delegates

By Associated Press

PARIS, Feb. 3.—The much-discussed question whether British dominions shall have separate representation as national units in a Society of Nations is understood to have been settled favorably as far as Great Britain is concerned. It is said complete agreement has been reached

Not used

MEMORANDUM OF AGREEMENT, made in duplicate, and entered into this 1 day of February, A.D. 1919, by and between DAVID W. GRIFFITH, now residing in the City and County of Los Angeles, State of California, hereinafter designated as the "producer", party of the first part, and UNITED ARTISTS ~~DISTRIBUTING~~ CORPORATION, a corporation organized pursuant to the Laws of the State of New York, and having its principal place of business in the City of New York, hereinafter designated as "CORPORATION", party of the second part,

W I T N E S S E T H :

WHEREAS, David W.Griffith is well and favorably known to the theatre-going public because of his extraordinary ability as a motion picture director, and the name of David W. Griffith has been extensively advertised throughout the United States of America and other parts of the world where motion picture attractions which have been produced under his personal direction, and have been so exhibited, and the trade name and good will of said producer is of great value; and

WHEREAS, said CORPORATION is desirous of inducing said producer to personally direct and produce a series of so termed DAVID W. GRIFFITH SPECIAL FEATURE PHOTOPLAYS" for and during the period of this agreement, and of granting to said CORPORATION the exclusive right, license and privilege of exploiting, marketing and turning to account, and to exhibit, distribute or cause to be exhibited and distributed said photoplays for the period

of time and pursuant to terms and conditions and provisions herein set forth; and

WHEREAS, said producer is desirous of making a series of SPECIAL FEATURE PHOTOPLAYS, personally directed by him during the period of time herein provided and of granting unto the CORPORATION the exclusive right, license and privilege to exploit, market, turn to account, exhibit, distribute and cause to be exhibited and distributed the aforesaid series of photoplays, to be known as "DAVID W. GRIFFITH SERIES OF PHOTOPLAYS", in the U.S. of America & its Possessions, Alaska & Dominion of Canada & New Foundland in all parts of the world, for the period and in the manner, and upon the terms and pursuant to the conditions and provisions hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the premises, and the mutual promises and covenants herein contained, and for the further consideration of the sum of One ($1.00) Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged,

IT IS AGREED by and between the parties hereto as follows:

F I R S T :

PRODUCTION OF PICTURES

(a) Said producer agrees to provide at his own expense, (including all taxes imposed upon or affecting the negative and positive prints of each of such photoplays) the CORPORATION with a series of at least three (3) special feature motion picture photoplays in which said producer personally agrees to direct the leading characters or roles, such photoplays to be known as "DAVID W. GRIFFITH SERIES OF PHOTOPLAYS", per year beginning not later than the first day of ~~February~~ September, 1920 or on the termination of the present Contract if said producer or the Parties hereto wishes to do so

[The date of the delivery of said 1st photoplay to be determined by said Producer, who shall give a written notice of such date to said Corp. of at least 4 weeks prior to such date.]

for and during the period of the next ensuing three (3) years, totaling at least nine (9) such feature photoplays within such period, to consist of two (2) negatives of each photoplay, provided the making of two (2) negatives be permitted by the Governmental authorities, (otherwise one negative so long as such Governmental restriction exists,) and a sufficient number of complete positive copies to satisfy the demand for the use of said photoplay by the exhibitors, not to exceed one hundred (100) copies ~~without the written consent of said producer~~, cut and conformed to the sample print before said delivery and ready for projection purposes, as each photoplay is to be exhibited in the United States of America, such photoplays to be of the same high class as to photography, acting and direction as the photoplays said producer as personally directed during the past two (2) years, and to unfold an entertaining story and to consist of between three thousand five hundred (3,500) and eight thousand (8,000) lineal feet, the leading characters and roles in each of such photoplays to be personally directed by said producer; one negative and the positive copies are to be delivered by said producer in the following manner: By notifying in writing, by registered mail or telegram, said CORPORATION at its New York office at least two (2) weeks in advance of the date when said producer is prepared to deliver the aforesaid copies of each photoplay. Whereupon said CORPORATION shall provide said producer with written directions where to send, at the expense of said CORPORATION, the aforesaid copies of the aforesaid photoplays, and said producer shall agree to promptly comply with said directions .

(b) Said producer agrees to deliver while said producer

is making each of such photoplays, or at the time of delivery of the negative or positive copies of each of such photoplays, such still plates made by such producer for such photoplay as the term is understood in the motion picture business, and if in the judgment of said producer are desirable for advertising purposes of such photoplays, and such still plates may be used by said CORPORATION in reproducing photographs in publicity and advertising purposes, and are to be returned to said producer in the same manner and subject to the same conditions as cover and affect the negatives and positive copies of such photoplays, as in this contract provided.

The aforesaid delivery of each of such aforesaid photoplays and still plates is conditioned upon the payments and provisions herein set forth.

(c) The title of the negative and positive copies and still plates delivered to or procured by the CORPORATION pursuant to this contract, for the purposes of this contract, shall remain in said producer, subject to the rights of the CORPORATION as set forth in this agreement, and each negative and positive copy of each photoplay and the still plates, or so many as are then in existence, shall be returned to said producer by the CORPORATION five (5) years from the date of release for exhibition purposes of the positive copies of each of such photoplays in the United States of America, at the last address provided said CORPORATION by said producer, or such other place as the producer may direct in writing to the CORPORATION at least thirty (30) days prior to the expiration of said five (5) year period.

(d) All other rights in and to the literary composition of each of said photoplays, and in and to the said photoplays themselves, except such rights as are specifically granted to

said CORPORATION by said producer pursuant to this agreement are reserved and withheld by said producer.

S E C O N D:

LICENSE TO MAKE MOTION PICTURE COPIES.

(a) Said producer does hereby grant, and by these presents has granted unto the CORPORATION, the right to make, or cause to be made such additional positive copies of each of such photoplays as in the judgment of said CORPORATION may be necessary, to properly market and turn to account each of the aforesaid photoplays in all parts of the world during the life of this contract, in no event to exceed fifty (50) such copies of such photoplays except with written consent of said producer first had and obtained; subject, however, to the producer's prior right to make or cause to be made such additional positive copies of each photoplay. The CORPORATION shall inform said producer of the number of such additional positive copies of each photoplay so made and in use. The cost of such additional copies is to be paid from the earnings derived from the use of such positive copies prior to the earnings derived from the use of such positive copies being divided between the parties hereto; as hereinafter provided. And does further grant, and by these presents has granted to the CORPORATION the exclusive right and privilege to market and turn to account, exhibit, distribute or cause to be distributed or exhibited the aforesaid additional positive copies in all parts of the world for and during the period of this agreement.

(b) All replacements of the positive copies, or parts of the same shall be paid for from the earnings derived from

such positive copies, or parts of same which have been so replaced by the CORPORATION prior to the receipts derived from such positive being distributed hereto, as hereinafter provided.

THIRD.

ADVERTISING.

(a) The name of David W. Griffith shall receive "chief prominence", and by "chief prominence" is meant that his name shall be in larger letters than, and of at least twice the size of any other part of the subject matter in which his name appears, in all advertising and literature used in connection with ~~this enterprise~~ the exploitation of said photoplays and information, and that the name of no other person shall appear in connection with the advertising and exploiting of each of said photoplays except as directed by said producer, except the name of the CORPORATION and the name of the theatre in which the photoplays will be exhibited. All such advertising and literature shall be submitted to the producer or his duly constituted agent, at, and who shall have, a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days from the date of delivery of such advertising or literature at such office, then the corporation may use the advertising and literary material so submitted or other advertising and literary material substantially similar.

(b) The CORPORATION shall supply exhibitors with first class lithographs in one or more colors with each photoplay at a reasonable price, in such quantities as may be required by the exhibitor, the general character of the aforesaid

lithographs to be submitted to the producer or his duly constituted agent, at, and who shall have, a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days from date of delivery at such office, then the CORPORATION may use the lithographs so submitted, or others substantially similar. Such lithographs shall be supplied to the exhibitor by the CORPORATION at cost, plus a reasonable percentage of profit. The producer reserves the right to designate the person or corporation who is to manufacture such lithographs, subject, however, to his exercising his said right by notifying the CORPORATION, at the time of, or prior to the delivery of the negative and positive copies of the photoplay for which the lithographs are to be made.

(c) The press matter provided and circulated by the CORPORATION relative to such photoplays, shall be submitted to the producer or his duly appointed agent at, and who shall have, a place of business in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval or refusal to approve, not being given within three (3) days from the date of delivery of the same at such office, then the CORPORATION may use the material so submitted or material substantially silimar.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the exhibitor, no changes, interpolations, modifications, additions, or eliminations of any kind shall be made in any photoplay or any part thereof

(this includes title and sub-titles), except such changes as the exhibitor may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the corporation by the producer. The ~~exhibitor~~ corporation shall not permit the exhibition of any photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of the ~~exhibitor~~ corporation shall be so drawn as to protect the producer in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the producer to the ~~exhibitor~~ corporation. The ~~exhibitor~~ corporation hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with other exhibitors.

(e) It is agreed by the parties hereto, that the Producer's motion pictures and photoplays, personally directed by him, enjoy universal popularity in the so termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest number of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the CORPORATION agrees that all leases or licenses to use positive copies of such of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion pictures or photoplays

shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit so termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the CORPORATION to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the CORPORATION to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(f) Said CORPORATION agrees to use its best efforts to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in question in cities where the photoplays of such producer had been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper financial returns to said CORPORATION and to said distributor.

(g) The producer reserves the right to designate a representative or representatives at his own expense, in any or all of the various offices of said CORPORATION for the purpose of approving of the various contracts pertaining to the exhibition of such photoplays, ~~and in that event such approval not to be unreasonably withheld by such representative.~~ No contract disapproved by such agent or representative shall be made by the Corporation, unless approved by the producer.

(h) No agreement of franchise or territorial right for the use of any such photoplay shall be made or entered into by said CORPORATION without written consent of said producer, or his agent first had and obtained.

FOURTH:

~~CONSIDERATION~~

(a) All moneys derived from the ~~license to~~ license to use of each of the aforesaid photoplays for exhibition purposes ~~in the United States of America~~ said territory shall be divided and belong to the parties hereto as follows: Eighty (80) per cent to said producer and twenty (20) per cent to the said ~~distributor~~ corporation; in the Dominion of Canada, Newfoundland and Alaska ~~and other parts of the world~~, seventy (70) per cent to said producer and thirty (30) per cent to said CORPORATION. The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said CORPORATION or by the producer through the corporation except from the sale of lithographs. The aforesaid consideration ~~due~~ belonging to said producer said producer shall be paid by the CORPORATION within three (3) weeks from the end of each week for which the consideration has been derived from the use of such photoplays, except as to the consideration derived from the use of such photoplays outside of the United States of America, which shall be paid monthly; all payments shall be accompanied with true and accurate statements showing the details of each rental including the name of the theatre, the dates when exhibited, and the rental or consideration paid for the use of the same.

(b) And in addition to the above consideration, one thousand (1,000) shares of the common stock of the said CORPORATION to be delivered in escrow to a person or corpo-

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ration to be agreed upon by the parties hereto and to be held by said person until said producer delivers to said CORPORATION, nine (9) photoplays. Should the producer be unable to deliver nine (9) such photoplays because of illness or incapacity during the ~~period of this agreement~~ said indenture period of 3 years, said producer shall receive so many of the aforesaid one thousand (1,000) shares of the common stock of this CORPORATION as the number of photoplays delivered by said producer to this CORPORATION pursuant to this agreement bears to the number of nine (9). The balance of the shares of such common stock shall be delivered by such escrow agent to this CORPORATION.

(c) The duties and Governmental taxes that apply to the importation or circulation of each of such photoplays, shall be deducted from the gross receipts of such photoplays prior to receipts from such photoplays being divided between the parties hereto, but said CORPORATION shall use its best efforts to procure ~~fmx~~ the payment of such taxes by the person or corporation exhibiting the same, if the same be lawful so to do.

F I F T H :

ILLNESS AFFECTING THE NUMBER OF PHOTOPLAYS.

(a) Should the producer, because of illness or injury to himself, or for any cause beyond his control, be unable to or fail to complete and deliver any of the minimum number of said series of photoplays to said CORPORATION, providing said CORPORATION will have complied with all of the material promises and obligations in this agreement, on its part to be kept and performed, the number of such photoplays that said producer agrees to deliver to said CORPORATION pursuant to this agreement, shall be reduced in the proportion that the number of weeks of such illness bears to the total period ~~of~~ three years

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~~the contract.~~

(b) Should said producer be permanently disabled, so as to prevent his producing the character of photoplays covered by this agreement, this contract shall thereupon terminate and end, except as to photoplays already completed ~~by him~~. Said Producer shall be thereupon relieved from further compliance of this agreement.

(c) Said Producer agrees that in the event of the CORPORATION violating any of the promises, covenants and obligations of the CORPORATION to be kept and performed pursuant to this agreement, that the CORPORATION will have thirty (30) days in which to rectify and comply with such violation after receiving notice to that effect by registered letter sent by said producer, or his representative to the principal office of the CORPORATION located in New York City, and to Charles Chaplin, Douglas Fairbanks, ~~William S. Hart,~~ and Mary Pickford ~~at either~~ their addresses in New York City or Los Angeles, and until the expiration of said thirty (30) days, the CORPORATION shall not be deemed to be in fault.

Many of them as are the producing section Partners which are being distributed. The corp. adhered to these sections herein. Official in either

S I X T H :

(a) The CORPORATION does hereby purchase and acquire, and by these presents has purchased and acquired from said producer, the exclusive right, license and privilege to market, turn to account, to exhibit, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid series of photoplays personally directed by the producer, ~~for~~ of at least three (3) photoplays per year, for and during the aforesaid period of ~~three (3)~~ four full years, ~~beginning at the date heretofore set forth~~, to be personally directed by said producer, and in each of which said producer agrees to personally direct the leading characters as more fully hereinbefore

described, ~~for the aforesaid compensation or consideration,~~ ~~and~~ pursuant to all the terms, conditions and provisions on the part of the CORPORATION, to be kept and performed as in this contract set forth.

(b) The CORPORATION agrees to provide, where reasonably feasible, through ownership or contract relation and for the term hereof throughout such portions of the world that are included in this agreement where motion pictures of said producer are now being exhibited, exchanges or other method of distribution of sufficient number to reasonably satisfy the demand of such photoplays, in all of the respective division of said territory, and to offer said photoplays for exhibition purposes for so much of the aforesaid period of this contract, as applies to ~~the~~ said particular territories ~~of the world~~, as there may be a demand for the use and exhibition of such photoplays in such particular territory.

(c) The CORPORATION agrees that the RELEASE dates for exhibition purposes in the United States of America, and the Dominion of Canada, shall be the respective dates designated by said producer, which dates shall be at least forty (40) days ~~before~~ after, and within one hundred twenty (120) days ~~of~~ from the date of delivery of the negatives and positive copies of each of the aforesaid photoplays personally directed by the producer to the CORPORATION, as herein provided. Such photoplays shall be offered for exhibition purposes in the United States of America, and the Dominion of Canada from that date during the entire period of the license of such photoplays, or so long as there is a reasonable demand for the same, and in other ~~parts of the world~~ Territory covered by this agreement as the same can be reasonably marketed, and as long as the demand for the

use of said photoplays in such territory warrants.

(d) The parties hereto agree that any waiver by said producer or the CORPORATION of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other; and particularly as regards the making and delivery of the statements, and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(e) The CORPORATION agrees to keep true and accurate books of accounts in which shall be entered all details of every kind and character pertaining to the business of this enterprise, and all contracts pertaining to the marketing and exhibiting of said photoplays from the various theatres in which they are exhibited, which shall be open to the inspection of said producer or his representative or accountant at all reasonable times.

SEVENTH:

(a) Said CORPORATION and said Producer agree that this contract is personal in respect to each of the parties hereto, and that neither can assign nor permit the same to be transferred the same ~~by voluntary~~ or involuntary act, by operation of law or otherwise, without a written consent of the other first had and obtained; nothing herein contained, however, shall prevent the producer from assigning this contract after said producer ~~will~~ shall have completed and delivered to the CORPORATION the photoplays herein provided, subject, however, to the producer remaining liable as principal upon said contract.

(b) The CORPORATION however consents that this agreement may

be assigned by the producer to a corporation, or to a partnership of which the Producer is a provided such assignment shall be ~~endorsed~~ witnessed by an instrument in writing, duly executed under seal and acknowledged by the assignee, and be delivered to the CORPORATION, wherein and whereby such assignee shall accept and assume all the terms and covenants of this agreement, to be kept and performed by the said producer and become personally bound to comply therewith. The consent to such proposed assignment shall not release said producer from any of the terms, covenants and conditions in this agreement contained; and in the event of such assignment, said producer agrees to personally direct the production of each photoplay and to personally direct the actors portraying the star and leading roles in each photoplay, and to continue liable as principal jointly and severally with such CORPORATION, or unfaithfully ~~with~~ and all the terms and covenants hereof and for any default, in the faithful performance of this agreement by such ~~CORPORATION~~ assignee and himself, or either of them.

E I G H T H :

(a) The CORPORATION agrees that the producer may produce and deliver the aforesaid photoplays at such times as to him may seem desirable, provided the negative and positive copies of the first of aforesaid photoplays be delivered to said CORPORATION on or before the first day of ~~February~~ September, 1920, and the remainder not less than two (2) nor more than ~~four~~ nine (4) months from the date of the delivery of the last previous photoplay~~s~~, and provided that at least three (3) of such photoplays shall be delivered during each year of the aforesaid period, except as otherwise herein provided.

18 dual.

(b) Said Producer agrees that the services that said producer shall render pursuant to this agreement for said CORPORATION, are special, unique, and extraordinary and the same cannot be replaced, and because of such and for the consideration paid and to be paid to said producer pursuant to this agreement, said producer agrees not to render any services of any character to any person, firm or corporation relative to personally making or directing motion pictures or photoplays from and after the period required by said producer to complete the photoplays herein provided, beginning not later than December 1st, 1919, and continuing until the series of motion pictures or photoplays herein provided, are completed, or until this contract is legally terminated, and that an injunction shall issue to restrain such producer from such violation, such injunction being necessary to protect and preserve the CORPORATION'S rights, and to prevent irreparable damage.

(c) The CORPORATION agrees that said Producer may produce, if said producer so elect, not more than one so termed unusual or special motion picture per year of at least ten thousand (10,000) lineal feet in length, and such motion picture shall not be included or covered by this agreement, provided the production of such motion picture does not prevent said producer from producing at least three (3) of such series of photoplays as is herein provided; and such unusual or specail motion picture shall not be released for exhibition purposes until said producer will have delivered the minimum number of his photoplays to said CORPORATION for and during the year in question.

N I N T H :

(a) The CORPORATION agrees to properly care for the negatives in fire-proof vaults, and still plates of the aforesaid series of photoplays, except at such times as it is necessary to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still plates, then in existence, upon the expiration of the respective period of the license of each of such photoplays, or the sooner termination of this contract, to said Producer, the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usage. Should said CORPORATION be unable to return any of the negatives or positive copies or still plates because of loss through their own destruction, or because of any act beyond the control of said CORPORATION or its employees, it shall provide in lieu thereof, reasonable satisfactory proof of such loss or destruction to said producer.

T E N T H :
I N F R I N G M E N T S.

(a) Said producer agrees to indemnify and hold harmless the CORPORATION on account of and against any claims, demands or suits which may be made or brought by third parties, questioning the right, license and privilege of said CORPORATION, its exchanges, members and licensees to use such photoplays ~~in the United States of America,~~ in the full exercise of the rights hereto granted or purported to be granted to the CORPORATION by said producer, and said producer agrees to join in conduct the defense of any such claim or litigation.

(b) The CORPORATION agrees to promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplays or the infringement of the copyright thereof within the territory covered by this agreement.

E L E V E N T H :

Said producer does hereby constitute and empower the CORPORATION as attorney in fact, to procure, and the CORPORATION agrees to procure, copyrights in all countries of the world where copyrights are procurable of each of said photoplays, in the name of said producer, at the expense of the CORPORATION.

T W E L F T H :
CENSORSHIP CLAUSE.

(a) Should any legally constituted Board of Censors in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplays, or require the excision of any substantial portion of any such photoplay, the producer agrees to replace and rearrange that portion of said photoplay so condemned, with reasonable promptness if same be practicable and desirable, the opinion of said producer to be final in said matter.

T H I R T E E N T H :

Said producer, in consideration of the corporation's entering into and executing this agreement, and as an inducing clause of Charles Chaplin, Douglas Fairbanks

~~William S. Hart~~ and Mary Pickford's executing and delivering contracts substantially similar to this contract, between each of them respectively and this CORPORATION, agrees with them and with this CORPORATION that he will not directly or indirectly dispose of any right, title or interest of his in and to the license or privilege to exhibit or cause to be exhibited any of his aforesaid photoplays covered by this agreement in parts of the world other than included in this agreement, prior to December 1st, 1919; it being the intention of the parties in this paragraph mentioned to withhold such license and privilege relative to their respective photoplays covered by this agreement, until the said CORPORATION will have had an opportunity to investigate and determine the best method for the parties hereto concerned to market, exploit and turn to account the aforesaid photoplays in other parts of the world and to procure sufficient reliable information that will enable all of the parties mentioned in this paragraph to determine an equitable basis and the best method for the marketing and turning to account of their respective photoplays in other parts of the world.

F O U R T E E N T H :

The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as ~~its~~ his representative in any way, shape or form except as specifically provided in this agreement for the purpose of marketing, exploiting and turning to account the aforesaid photoplays in the par-

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ticular territory covered by this agreement.

F I F T E E N T H :

This contract is binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, except as hereinbefore provided.

IN WITNESS WHEREOF, the parties to this agreement have executed the same the day and year first above written.

_____

UNITED ARTISTS DISTRIBUTING CORPORATION,

By_____
President.

ATTEST:

_____
Secretary.

STATE OF CALIFORNIA)
) ss.
County of Los Angeles,)

On this ____ day of February, 1919, before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared DAVID W. GRIFFITH, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County of Los Angeles, State of California.

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Fairbanks

MEMORANDUM OF AGREEMENT, made in duplicate, (each copy to be considered for all purposes as an original), and entered into this fifth day of February, A. D., 1919, by and between DOUGLAS FAIRBANKS, now residing in the City of Los Angeles, County of Los Angeles, State of California, hereinafter designated as "artist", party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized pursuant to the Laws of the State of New York and having its principal place of business in the City of New York, hereinafter designated as "corporation", party of the second part,

W I T N E S S E T H :

WHEREAS, Douglas Fairbanks is well and favorably known to the theatre-going public because of his extraordinary ability as an actor and photoplay artist and the name of Douglas Fairbanks has been extensively advertised throughout the United States of America and other parts of the world where motion picture attractions in which said pictures have appeared or have been produced under the supervision or direction of said artist have been exhibited, and the trade name and good will of said artist are of great value; and

WHEREAS, said corporation is desirous of inducing said artist to produce a series of so-termed SPECIAL FEATURE PHOTOPLAYS for and during the period of this agreement, and of granting to said corporation the

exclusive right, license and privilege of exploiting, marketing and turning to account and to exhibit, distribute or cause to be exhibited and distributed said photoplays for the period of time and pursuant to the terms, conditions and provisions herein set forth; and

WHEREAS, said artist is desirous of making a series of SPECIAL FEATURE PHOTOPLAYS during the period of time herein provided and of granting unto the corporation the exclusive right, license and privilege to exploit, market, turn to account, exhibit, distribute and cause to be exhibited and distributed the aforesaid series of photoplays, to be known as "DOUGLAS FAIRBANKS SERIES OF PHOTOPLAYS", in the United States of America, Alaska, the Dominion of Canada, and Newfoundland, for the period and in the manner, and upon the terms and pursuant to the conditions and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for the further consideration of the sum of One ($1.00) Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and of other artists mentioned in an agreement of even date hereof, executing and delivering that contract with said artist,

IT IS AGREED by and between the parties hereto as follows:

F I R S T :

PRODUCTION OF PICTURES

(a) Said Artist agrees to provide at his own ex-

pense (including all taxes imposed upon or affecting the negatives and positive prints of each of such photoplays), the corporation with a series of at least three (3) special feature motion picture photoplays in which said artist personally agrees to portray the leading character or role, such photoplays to be known as "DOUGLAS FAIRBANKS SERIES OF PHOTOPLAYS", per year beginning not later than the first day of October, 1919, (the date of the delivery of said first photoplay to be determined by said artist, who shall give a written notice of such date to said corporation of at least four weeks prior to such date), for and during the period of the next ensuing three (3) years, totaling at least nine (9) such feature photoplays within such period, to consist of two (2) negatives of each photoplay, provided the making of two (2) negatives be permitted by the governmental authorities, (otherwise, one negative so long as such governmental restriction exists) and a sufficient number of complete positive copies to satisfy the demand for the use of said photoplay by the exhibitors, not to exceed one hundred (100) copies, cut and conformed to the sample print before said delivery and ready for projection purposes, as each photoplay is to be exhibited in the United States of America, such photoplays to be of the same high class as to photography, acting and direction as the photoplays said artist has appeared in during the past two (2)

years, and to unfold an entertaining story and to consist of between three thousand five hundred (3,500) and eight thousand (8,000) lineal feet, the leading role in each of such photoplays to be portrayed by said artist; and one negative and the positive copies are to be delivered by said artist in the following manner: By notifying in writing, by registered mail or telegram, said corporation at its New York Office at least two (2) weeks in advance of the date when said artist is prepared to deliver the aforesaid copies of each photoplay. Whereupon said corporation shall provide said artist with written directions where to send, at the expense of said corporation, the aforesaid copies of the aforesaid photoplays, and said artist shall agree to promptly comply with said directions.

(b) Said artist agrees to deliver while said artist is making each of such photoplays, or at the time of delivery of the negative or positive copies of each of such photoplays, such still plates made by such artist for such photoplay as the term is understood in the motion picture business, and in the judgment of said artist are desirable for advertising purposes of such photoplays, and such still plates may be used by said corporation in reproducing photographs for publicity and advertising purposes, and are to be returned to said artist in the same manner and subject to the same conditions as cover and affect the negatives and positive copies of such photoplays, as in this contract provided.

The aforesaid delivery of each of such aforesaid photoplays and still plates is conditioned upon the

payments and provisions herein set forth.

(c) The title of the negative and positive copies and still plates delivered to or procured by the corporation pursuant to this contract, for the purposes of this contract, shall remain in said artist, subject to the rights of the corporation as set forth in this agreement, and each negative and positive copy of each photoplay and the still plates, or so many as are then in existence, shall be returned to said artist by the corporation five (5) years from the date of release for exhibition purposes of the positive copies of each of such photoplays in the United States of America, at the last address provided said corporation by said artist, or such other place as the artist may direct in writing to the corporation at least thirty (30) days prior to the expiration of said five (5) year period.

(d) All other rights in and to the literary composition of each of said photoplays, and in and to the said photoplays themselves, except such rights as are specifically granted to said corporation by said artist pursuant to this agreement are reserved and withheld by said artist.

S E C O N D :

LICENSE TO MAKE MOTION PICTURE COPIES

(a) Said artist does hereby grant, and by these presents has granted unto the corporation, the right to

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make, or cause to be made, such additional positive copies of each of such photoplays as in the judgment of said corporation may be necessary, to properly market and turn to account each of the aforesaid photoplays in all the territory hereinbefore described during said respective five (5) year periods, in no event to exceed fifty (50) such copies of such photoplays, except with written consent of said artist first had and obtained; subject, however, to the artist's prior right to make or cause to be made such additional positive copies of each photoplay. The corporation shall inform said artist of the number of such additional positive copies of each photoplay so made and in use. The cost of such additional copies is to be paid from the earnings derived from the use of such positive copies prior to the earnings derived from the use of such positive copies being divided between the parties hereto; as hereinafter provided. And does further grant and by these presents has granted to the corporation the exclusive right and privilege to market and turn to account, exhibit, distribute or cause to be distributed or exhibited the aforesaid photoplays including all positive copies in all the territory hereinbefore described for and during the respective five (5) year periods.

(b) All replacements of the positive copies, or parts of the same shall be paid for from the earnings derived from such positive copies, or parts of same which have been so replaced by the corporation prior to the receipts derived from such positive being distributed hereto, as hereinafter provided.

THIRD:

ADVERTISING.

(a) The name of Douglas Fairbanks shall receive "chief prominence", (and by "chief prominence" is meant that his name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his name appears), in all advertising and literature used in connection with the exploiting of said photoplays by said corporation, and that the name of no other person shall appear in connection with the advertising and exploiting of each of said photoplays except as directed by said artist, except the name of the corporation and the name of the theatre in which the photoplays will be exhibited. All such advertising and literature shall be submitted to the artist or his duly constituted agent, at, and who shall have a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve, not being given within three (3) days of the date of delivery of such advertising or literature at such office, then the corporation may use the advertising and literary material so submitted or other advertising and literary matter substantially similar.

(b) The corporation shall supply exhibitors with first class lithographs in one or more colors with each photoplay at a reasonable price, in such quantities as

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may be required by the exhibitor, the general character of the aforesaid lithographs to be submitted to the artist or his duly constituted agent, at, and who shall have, a place at or in the Borough of Manhattan, City of New York, for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval, or refusal to approve not being given within three (3) days of date of delivery at such office, then the corporation may use the lithographs so submitted, or others substantially similar. Such lithographs shall be supplied to the exhibitor by the corporation at cost, plus a reasonable percentage of profit. The artist reserves the right to designate the person or corporation who is to manufacture such lithographs, subject, however, to his exercising his said right by notifying the corporation, at the time of or prior to the delivery of the negative and positive copies of the photoplay for which the lithographs are to be made.

(c) The press matter provided and circulated by the corporation relative to such photoplays, shall be submitted to the artist or his duly appointed agent at, and who shall have, a place of business in the Borough of Manhattan, in the City of New York for his written approval, such approval not to be unreasonably withheld or delayed. In the event of such approval or refusal to approve, not being given within three (3) days from the date of delivery of the same at such office, then the corporation may use the material so submitted or material

substantially similar.

(d) It is distinctly understood and agreed that after the photoplay is delivered to the corporation, no changes, interpolations, modifications, additions, or eliminations of any kind shall be made in any photoplay or any part thereof (this includes title and subtitles), except such changes as the corporation may be forced to make by a duly constituted Board of Censors, and each photoplay shall always be exhibited in the same order, arrangement, sequence and manner as when delivered to the corporation by the artist. The corporation shall not permit the exhibition of any photoplay delivered hereunder by any theatre owner or exhibitor except in the way and manner in this paragraph provided for, and all releasing contracts of the corporation shall be so drawn as to protect the artist in this particular, and in such contracts it shall be provided that the photoplay shall only be exhibited in the order, arrangement, sequence and manner as was the negative of such photoplay when it was completed and delivered by the artist to the corporation. The corporation hereby guarantees that it will, at its own expense, enforce these said provisions of its releasing contracts with other exhibitors.

(e) It is agreed by the parties hereto, that the motion pictures and photoplays of the artist enjoy universal popularity in the so-termed "Motion Picture World", and to maintain the same it is essential that the aforesaid series of photoplays be exhibited in the largest num-

ber of motion picture theatres obtainable, and to be marketed in a fair manner and free from unfair methods in business; hence - the corporation agrees that all leases or licenses to use positive copies of such of said photoplays shall be made separate and apart from the leases or sales of other motion pictures or photoplays, and used in no way to influence the license, lease or sale of other motion pictures or photoplays, and the right, license or privilege to exhibit such motion pictures or photoplays shall not be denied any person or persons, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such a license or privilege, except in such theatres which would be in direct competition with the theatres for which contracts have already been made to exhibit such photoplays, or such theatres which do not regularly exhibit so-termed first class feature photoplays or do not represent first class theatrical entertainment, and subject also to the right of the corporation to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the corporation to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(f) Said corporation agrees to use its best efforts to market the aforesaid photoplays upon a basis of the sharing in the gross receipts derived from the exhibition of each of such photoplays in the particular theatre in

question in cities where the photoplays of such artist had been heretofore exhibited for periods of a week or more and for as long a period in such theatres as the patronage of said theatre will reasonably warrant, consistent with the proper financial returns to said corporation and to said distributor.

(g) The artist reserves the right to designate a representative or representatives at his own expense, in any or all of the various offices of said corporation for the purpose of approving of the various contracts pertaining to the exhibition of such photoplays; no contract disapproved by such agent shall be made by said corporation unless approved by the artist.

(h) No agreement of franchise or territorial right for the use of any such photoplay shall be made or entered into by said corporation without written consent of said artist or his agent first had and obtained.

(i) And in addiition to the above consideration, one thousand (1,000) shares of the common stock of the said corporation to be delivered in escrow to a person or corporation to be agreed upon by the parties hereto and to be held by said person until said artist delivers to said corporation, nine (9) photoplays. Should said artist be unable to deliver nine (9) such photoplays because of illness or incapacity during the said entire period of three years, said artist shall receive so many of the aforesaid one thousand (1,000) shares of the common stock of this corporation as the number of photoplays delivered by said

artist to this corporation pursuant to this agreement bears to the number of nine. The balance of the shares of such common stock shall be delivered by such escrow agent to this corporation.

FOURTH:

(a) All moneys derived from the license to use each of the aforesaid photoplays for exhibition purposes shall be divided and belong to the parties hereto as follows: In the United States Eighty (80) per cent to said artist and twenty (20) per cent to said corporation; in the Dominion of Canada, Newfundland and Alaska, Seventy (70) per cent to said artist and thirty (30) per cent to said corporation. The aforesaid consideration shall include all receipts of every kind and character derived from the use of said photoplays by said corporation or by the artist through said corporation except from the sale of lithographs. The aforesaid consideration belonging to said artist shall be paid or caused to be paid by the corporation within three (3) weeks from the end of each week for which the consideration has been derived from the use of such photoplays, except as to the consideration derived from the use of such photoplays outside of the United States of America, which shall be paid monthly; all payments shall be accompanied with true and accurate statements showing the details of each rental including the name of the theatre, the dates when exhibited, and the rental or consideration paid for the use of the same

(b) The duties and governmental taxes that apply to the importation or circulation of each of such photoplays shall be deducted from the gross receipts of such photoplays prior to receipts from such photoplays being divided between the parties hereto, but said corporation shall use its best efforts to procure the payment of such taxes by the persons or corporations exhibiting the same, if the same be lawful so to do.

F I F T H :

ILLNESS AFFECTING THE NUMBER OF PHOTOPLAYS.

(a) Should the artist, because of illness or injury to him or for any cause beyond his control be unable to or fail to complete and deliver any of the minimum number of said series of photoplays to said corporation, providing said corporation will have complied with all of the material promises and obligations in this agreement on its part to be kept and performed, the number of such photoplays that said artist agrees to deliver to said corporation pursuant to this agreement shall be reduced in the proportion that the number of weeks of such illness bears to the total period of three years.

(b) Should said artist be permanently disabled or disfigured, so as to prevent his producing the character of photoplays covered by this agreement, this contract shall thereupon terminate and end, except as to photoplays already completed. Said artist shall be thereupon relieved

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from further compliance with this agreement.

(c) Said artist agrees that in the event of the corporation violating any of the promises, covenants, and obligations of the corporation to be kept and performed pursuant to this agreement, that the corporation will have thirty (30) days in which to rectify such violation and comply with this contract after receiving notice to that effect by registered letter sent by said artist or his representative to the principal office of the corporation located in New York City, and to Charles Chaplin, David W. Griffith and Mary Pickford, or so many of them as are then producing motion pictures which are being distributed by the corporation, addressed to their respective business offices in either the City of New York or the City of Los Angeles, California; and until after the expiration of said thirty (30) days, the corporation shall not be deemed to be in fault.

S I X T H :

(a) The corporation does hereby purchase and acquire, and by these presents has purchased and acquired from said artist, the exclusive right, license and privilege to market, turn to account, exhibit, distribute or cause to be exhibited or distributed for exhibition purposes, the aforesaid series of at least three (3) photoplays per year, for and during the aforesaid period of five (5) full years,

to be produced by said artist, and each of which said artist agrees to portray the leading character as more fully described hereinbefore, pursuant to all the terms, conditions and provisions on thepart of the corporation to be kept and performed as in this contract set forth.

(b) The corporation agrees to provide, where reasonably feasible, through ownership or contract relation and for the term hereof throughout such portions of the world, which are included in this agreement, where motion pictures of said artist are now being exhibited, exchanges or other method of distribution of sufficient number to reasonably satisfy the demand of such photoplays, in all of the respective division of said territory, and to offer said photoplays for exhibition purposes for so much of the aforesaid periods of this contract, as applies to said particular territory, as there may be a demand for the use and exhibition of such photoplays in said territory.

(c) The corporation agrees that the release date for the exhibition purposes in the United States of America and the Dominion of Canada, shall be the respective dates designated by said artist, which dates shall be at least forty (40) days from, and within one hundred and twenty (120) days of, the date of delivery of the negative and positive copies of each of the aforesaid photoplays by the artist to the corporation, as herein provided. Such photoplays shall be offered for exhibition

purposes in the United States of America, and the Dominion of Canada, from that date during the entire period of the license of such photoplays or so long as there is a reasonable demand for the same, and in other territory covered by this agreement, as the same can be reasonably marketed, and as long as the demand for the use of said photoplays in such territory warrants.

(d) The parties hereto agree that any waiver by said artist or the corporation of any breach of any kind or character whatsoever by the other, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this contract on the part of the other, and particularly as regards the making and delivery of the statements and of the keeping of the accounts, and of the delivery of the photoplays herein provided.

(e) The corporation agrees to keep true and accurate books of accounts in which shall be entered all details of every kind and character pertaining to the business of this enterprise, and all contracts pertaining to the marketing and exhibiting of said photoplays from the various theatres in which they are exhibited, which shall be open to the inspection of said artist or his representative or accountant at all reasonable times.

SEVENTH:

(a) Said corporation and said artist agree that this contract is personal in respect to each of the parties here-

to, and that neither can assign the same or permit the same to be transferred by involuntary act, by operation of law or otherwise, without a written consent of the other first had and obtained; nothing herein contained, however, shall prevent the artist from assigning this contract after said artist will have completed and delivered to the corporation the photoplays herein provided, subject, however, to the artist remaining liable as principal upon said contract.

(b) The corporation, however, consents that this agreement may be assigned by the artist to a corporation or co-partnership, provided such assignment shall be evidenced by an instrument in writing duly executed under seal and acknowledged by the assignee, and be delivered to the corporation, wherein and whereby such assignee shall accept and assume all the terms and coverants of this agreement, to be kept and performed by the said artist and become personally bound to comply therewith. The consent to such proposed assignment shall not release said artist from any of the terms, covenants, and conditions in this agreement contained; and in the event of such assignment, said artist agrees to personally direct the production of each photoplay and to personally portray and represent the star and leading role in each photoplay, and to continue liable as principal jointly and severally with such corporation or co-partnership as to all the terms and covenants hereof and for any default in the faithful performance of this agreement by such assignee and himself or either of them.

E I G H T H :

(a) The corporation agrees that the artist may produce and deliver the aforesaid photoplays at such times as to him may seem desirable, provided the negative and positive copies of the first of aforesaid photoplays be delivered to said corporation on or before October first, 1919, and the remainder not less than two (2) nor more than six (6) months from the date of the delivery of the last photoplay, and provided that at least three (3) of such photoplays shall be delivered during each year of the aforesaid period, except as otherwise herein provided.

(b) Said artist agrees that the services said artist shall render pursuant to which the corporation shall benefit, under the provisions of this agreement, are special unique, and extraordinary and the same cannot be replaced, and because of such and for the consideration paid and to be paid said artist pursuant to this agreement, said artist agrees not to render any services either as producer of motion pictures where his name may be used in any manner pertaining to the marketing, exhibiting and turning to account such motion picture, or as an actor in the production of said motion picture to or for any person, persons, firm, or corporation, relative to the making of motion pictures or photoplays from the period beginning from the time he will have commenced to produce his first photoplay covered by this agreement, which shall be not later than the first day of September 1920,

and continuing for three (3) full years from that date, or until this contract is legally terminated. It is agreed that said artist may supervise and be or become interested in other motion picture productions than those covered by this agreement, provided his name is not used or advertised in any manner in connection with such motion pictures, and provided such do not prevent said artist from making at least three (3) motion pictures per year to be marketed by said corporation as herein provided; and that an injunction shall issue to restrain the artist from any violation of this agreement on his part, such injunction being necessary to protect and preserve the rights of the corporation and to prevent irreparable damage. Nothing herein contained shall prevent the said artist from using his name in the exploiting and turning to account of the motion pictures produced prior to his beginning to produce motion pictures to be marketed and turned to account by said corporation pursuant to the provisions of this agreement.

(c) The corporation agrees that said artist may produce, if said artist so elect, not more than one so-termed unusual or special motion picture per year of at least ten thousand (10,000) lineal feet in length, and such motion picture shall not be included or covered by this agreement, provided the production of such motion picture does not prevent said artist from producing at least three (3) of such series of photoplays as is herein provided; and such unusual or special motion picture shall not be released for exhibition purposes until said artist shall have delivered the minimum number of

his photoplays to said corporation for and during the year in question.

And provided further that in releasing or exhibiting each such unusual or special motion picture, the artist shall provide by his releasing or exhibiting contracts that the admission to be charged by any exhibitor shall be at least 50% more than the usual and customary prices of admission in that particular motion picture theatre in which the photoplay is being exhibited. Such unusual or special motion picture may be exhibited in any legitimate theatre by the artist without increase in prices above the customary prices of such legitimate theatre.

N I N T H :

(a) The corporation agrees to properly care for the negatives in fire-proof vaults, and still plates of the aforesaid series of photoplays, except at such times as it is nece ssary to have them removed for the purpose of making prints of the same, and to return such negatives and all positive copies and still plates, then in existence, upon the expiration of the respective period of the license of each of such photoplays or the sooner termination of this contract, to said artist, the negatives to be in the same condition as when delivered, subject to reasonable wear and tear occasioned by usage. Should said corporation be unable to return any of the negatives or positive copies or still

plates because of loss through their own destruction, or because of any act beyond the control of said corporation or its employees, it shall provide in lieu thereof, reasonable satisfactory proof of such loss or destruction to said artist.

TENTH:

INFRINGEMENTS.

(a) Said artist agrees to indemnify and hold harmless the corporation on account of and against any claims, demands or suits which may be made or brought by third parties, questioning the right, license and privilege of said corporation, its exchanges, members and licensees to use such photoplays in the full exercise of the rights hereto granted or purported to be granted to the corporation by said artist, and said artist agrees to join in and conduct the defense of any such claim or litigation.

(b) The corporation agrees to promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplays or the infringement of the copyright thereof within the territory covered by this agreement.

ELEVENTH:

Said artist does hereby constitute and empower the corporation as attorney in fact to procure, and

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said corporation does agree to procure copyrights in said countries of North America where copyrights are procurable of each of said photoplays, in the name of said artist, at the expense of the corporation.

TWELFTH:

CENSORSHIP CLAUSE.

(a) Should any legally constituted Board of Censors in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays, condemn or prohibit the exhibition of any such photoplay, or require the excision of any substantial portion of any such photoplay, the artist agrees to replace or rearrange that portion of said photoplay so condemned, with reasonable promptness if same be practicable and desirable, the opinion of said artist to be final in said matter.

THIRTEENTH:

Said artist, in consideration of the corporation's entering into and executing this agreement, and as an inducing cause of Charles Chaplin, David W. Griffith, and Mary Pickford's executing and delivering contracts substantially similar to this contract, between each of them respectively and this corporation, agrees with them and with this corporation that he will not directly or indirectly dispose of any right, title or interest of his in and to the license or privilege to exhibit or cause to

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be exhibited any of his aforesaid photoplays covered by this agreement in parts of the world other than included in this agreement, prior to December 1, 1919; it being the intention of the parties in this paragraph mentioned to withhold such license and privilege relative to their respective photoplays covered by this agreement, until the said corporation will have had an opportunity to investigate and determine the best method for the parties hereto concerned to market, exploit and turn to account the aforesaid photoplays in other parts of the world and to procure sufficient reliable information that will enable all of the parties mentioned in this paragraph to determine an equitable basis and the best method for the marketing and turning to account of their respective photoplays in other parts of the world.

FOURTEENTH:

The parties hereto agree that this agreement shall be construed as in no sense a copartnership between the parties hereto, and that either shall have no authority to bind the other as his representative in any way, shape or form except as specifically provided in this agreement for the purpose of marketing, exploiting and turning to account the aforesaid photoplays in the particular territory covered by this agreement.

FIFTEENTH:

This contract is binding upon the parties hereto, their respective heirs, legal representatives, and assigns, except as hereinbefore provided.

This contract cannot be amended except with the written consent of said Griffith, Charles Chaplin and Mary Pickford.

This contract shall be construed and enforced pursuant to the laws of the State of New York.

IN WITNESS WHEREOF, the parties to this agreement have executed the same the day and year first above written.

_____

UNITED ARTISTS CORPORATION,

By_____
President.

Attest:

_____
Secretary.

STATE OF CALIFORNIA,)
)ss.
County of Los Angeles,)

On this _____ day of February, 1919, before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared DOUGLAS FAIRBANKS, known to me to be the person whose name is subscribed to the within agreement, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County of Los Angeles, State of California.

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AGREEMENT made this day of , 1919, between UNITED ARTISTS CORPORATION (hereinafter called the "Corporation"), party of the first part, DAVID W. GRIFFITH (hereinafter called the "Artist"), party of the second part, and DENNIS F. O'BRIEN (hereinafter called the "Depositary"), party of the third part.

WHEREAS the Artist on the 5th day of February, 1919, executed a certain contract to be entered into with the Corporation, which said contract has been subsequently ratified and adopted by the Corporation, whereby the Artist agreed to provide the Corporation with a series of at least three photo-plays per year, beginning upon termination of the present contract between the Artist and the First National Exhibitors Circuit, Inc., but in no event later than the first day of September, 1920, for and during the period of the next ensuing three years, totaling at least nine such photo-plays within such period, in part consideration of the issuance by the Corporation to the Artist of one thousand shares of its common stock, having no par value, and

WHEREAS said contract, as amended by the parties thereto, provides that said one thousand (1000) shares of stock shall be issued in the name of the Artist in the form of nine (9) certificates, eight (8) of which shall be

for one hundred and eleven (111) shares each and one (1) of which shall be for one hundred and twelve (112) shares, said certificates to be delivered in escrow to a person or corporation to be agreed upon by the Artist and the Corporation and to be delivered one by one by such escrow agent to the Artist as each of said nine (9) photo-plays is delivered by the Artist to the Corporation, and

WHEREAS said contract, as amended, further provides that upon the expiration of said three-year period so many of said certificates as are then still held by such escrow agent in accordance with the provisions thereof shall be delivered by such escrow agent to the Corporation, and

WHEREAS, pursuant to the terms of said contract, the Corporation has issued in the name of the Artist nine (9) certificates of stock, of which eight (8) are for one hundred and eleven (111) shares and of which one (1) is for one hundred and twelve (112) shares, which certificates are still in the possession of the Corporation, and

WHEREAS, pursuant to the terms of said contract, Dennis F. O'Brien, Esq., 1482 Broadway, New York City, has been designated by the Corporation and the Artist to act as escrow agent hereunder,

NOW, THEREFORE, in consideration of the premises and of the agreements herein set forth, and of the sum of

one dollar, each to all the other parties in hand paid, receipt of which is hereby individually acknowledged by all the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

FIRST: The Corporation shall forthwith deliver to, and deposit with, the Depositary the nine (9) stock certificates, representing in the aggregate one thousand (1,000) shares of the common stock of the Corporation, which have been issued in the name of the Artist as aforesaid.

SECOND: Upon receipt of said stock certificates, the Depositary shall issue in respect thereof in the name of the Artist a certificate of deposit in substantially the form hereto annexed and marked Exhibit "A".

THIRD: Upon delivery by the Artist to the Corporation of each one (1) of the first eight (8) photoplays called for by the aforesaid contract, the Corporation shall notify the Depositary in writing that the Artist is entitled to one (1) of said certificates for one hundred and eleven (111) shares, whereupon the Depositary shall deliver one (1) of the same to the Artist upon surrender by the latter of the certificate of deposit herein provided for and shall issue to the Artist a new certificate of deposit, substantially in the form of that annexed hereto, in respect of the number of shares

remaining in escrow. Upon delivery by the Artist to the Corporation of the ninth (9th) photo-play called for by the aforesaid contract, the Corporation shall notify the Depositary in writing that the Artist is entitled to said certificate for one hundred and twelve (112) shares, whereupon the Depositary shall deliver the same to the Artist upon surrender by the latter of the certificate of deposit which he then holds. At the expiration of said period of three years, the Depositary shall deliver to the Corporation so many of the certificates deposited hereunder as then remain in escrow and are not the property of the Artist, and the Artist shall return to the Depositary the certificate of deposit which he then holds.

FOURTH: Any and all dividends which may be declared upon the shares of stock represented by the certificates deposited hereunder while the same, or any part thereof, are held in escrow by the Depositary shall be deposited by the Corporation in the Central Union Trust Company, No. 80 Broadway, New York City, in an account to be known as "United Artists Corporation, Trust Account No. 3". Upon delivery to the Artist by the Depositary, in the manner hereinbefore provided for, of each of the certificates deposited hereunder, the Corporation shall pay to the Artist one-ninth (1/9th) of all dividends which at the time of such delivery shall have been deposited

in said account, together with accrued interest thereon. At the expiration of said period of three years, so much of such dividends and interest thereon as remain in said account and are not due the Artist shall become the property of the Corporation.

FIFTH: The Depositary shall not have the right to vote the shares of stock deposited hereunder.

SIXTH: This agreement shall not become binding or effective until signed by the Depositary at the end hereof, and such signature by the Depositary shall constitute an agreement by the Depositary with the Corporation and the Artist to act as Depositary in accordance with the provisions hereof and of the contract between the Corporation and the Artist hereinbefore referred to. The Depositary shall not be liable hereunder to any of the parties hereto for any act of omission or commission not involving fraud or breach of good faith in carrying out any of the obligations herein contained. The Corporation shall reimburse the Depositary for such expenses as he may incur in connection with the safe keeping of the certificates deposited hereunder.

SEVENTH: This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

G. D. Collins Secretary	United Artists Corporation By Oscar A. Price President	(LS)
		(LS)
Alice W. Bayley	Dennis F. O'Brien	(LS)

Exhibit "A".

Certificate of Deposit.

No.	Certificate of Deposit	No. of Shares.

representing the Common Stock of United Artists Corporation.

THIS IS TO CERTIFY that there have been deposited with DENNIS F. O'BRIEN (herein called the "Depositary"), under a written agreement, dated , 1919, (a copy of which is on file at the office of Depositary), for the benefit of DAVID W. GRIFFITH (herein called the "Beneficiary"), nine (9) stock certificates representing in the aggregate one thousand (1000) shares of common stock of United Artists Corporation, without par value, and that under said agreement the Beneficiary will be entitled to a delivery of said stock certificates or some portion thereof upon surrender hereof and upon receipt by the Depositary of a written notice from United Artists Corporation that the Beneficiary is entitled thereto under the terms of said agreement.

The holder of this certificate of deposit shall have the same voting rights as a holder of a regular certificate of common stock of United Artists Corporation.

AGREEMENT made this day of , 19 , between UNITED ARTISTS CORPORATION (hereinafter called the "Corporation"), party of the first part, GLADYS MARY MOORE (professionally known as Mary Pickford and hereinafter called the "Artist"), party of the second part, and DENIS O'BRIEN (hereinafter called the "Depositary"), party of the third part.

WHEREAS the Artist on the 5th day of February, 1919, executed a certain contract to be entered into with the Corporation, which said contract has been subsequently ratified and adopted by the Corporation, whereby the Artist agreed to provide the Corporation with a series of at least three photo-plays per year, beginning not later than the first day of October, 1919, for and during the period of the next ensuing three years, totaling at least nine such photo-plays within such period, in consideration of the issuance by the Corporation to the Artist of one thousand shares of its common stock, having no par value, and

WHEREAS said contract provided that said one thousand shares of stock should be delivered in escrow to a person or corporation to be agreed upon by the Artist and the Corporation and to be held by said person until the Artist delivered said nine photo-plays to the Corporation, and

WHEREAS said contract further provided that if the

Artist should be unable to deliver nine such photo-plays because of illness or incapacity during said period of three years, the Artist should receive so many of the aforesaid one thousand shares of stock of the Corporation as the number of photo-plays delivered by the Artist to the Corporation, pursuant to said contract, bears to the number of nine, and that the balance of said shares should be delivered by such escrow agent to the Corporation, and

WHEREAS, pursuant to the terms of said contract, the Corporation has issued in the name of the Artist a certificate for one thousand shares of its non-par value stock, which certificate is still in the possession of the Corporation, and

WHEREAS, pursuant to the terms of said contract, Denis F.O'Brien, 1482 Broadway, New York City, has been designated by the Corporation and the Artist to act as escrow agent,

NOW, THEREFORE, in consideration of the premises and of the agreements herein set forth, and of the sum of one dollar, each to all the other parties in hand paid, receipt of which is hereby individually acknowledged by all the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

FIRST: The Corporation shall forthwith deliver to, and deposit with, the Depositary the stock certificate for one thousand shares of stock of the Corporation without par

value which has been issued in the name of the Artist as aforesaid and such stock certificate shall be duly endorsed for transfer by the Artist or her agent.

SECOND: Upon receipt of said stock certificate the Depositary shall issue in respect thereof in the name of the Artist a certificate of deposit in substantially the form hereto annexed and marked Exhibit "A".

THIRD: Any and all dividends which may be declared upon the shares of stock represented by the stock certificate deposited hereunder, while the same is held in escrow by the Depositary, shall be deposited by the Corporation in the Central Union Trust Company, 80 Broadway, New York City, in an account to be known as "United Artists Corporation, Trust Account No.1". On the first days of October, 1920, 1921 and 1922, the Corporation shall pay to the Artist out of said account so much of said dividends and accrued interest thereon as the number of photo-plays delivered by the Artist to the Corporation during the year beginning on the first day of the preceding October bears to the number of three, provided that if the Artist shall have delivered to the Corporation on or before the first day of October, 1922, nine photo-plays as provided for in the aforesaid contract, the Corporation shall on the first day of October, 1922, pay to the Artist the balance of all accrued dividends and interest remaining in said account. In the event that the Artist fails or neglects to deliver

any photo-play to the Corporation during the aforesaid period of three years, the full amount of such dividends and interest shall, upon the expiration of such three year period, become the property of the Corporation.

FOURTH: Upon delivery by the Artist to the Corporation, on or before the 1st day of October, 1922, of the ninth photo-play called for by the aforesaid contract, the Corporation shall notify the Depositary in writing that the Artist is entitled to the stock certificate deposited hereunder, whereupon the Depositary shall deliver the same to the Artist upon surrender by the latter of the certificate of deposit herein provided for. In the event that the Artist is unable to deliver nine photo-plays to the Corporation because of illness or incapacity during said period of three years, the Corporation shall notify the Depositary in writing as to the number of shares to which the Artist is entitled under the aforesaid contract, and shall deliver a certificate representing such shares to the Depositary in exchange for the stock certificate deposited hereunder. The Depositary shall deliver said new certificate to the Artist upon surrender by the latter of the certificate of deposit herein provided for. In the event that the Artist fails or neglects to deliver any photo-plays to the Corporation during said period of three years, the Corporation shall so notify the Depositary in writing, whereupon the Depositary shall deliver to the Corporation the certificate deposited hereunder, and the

Artist shall deliver to the Depositary the certificate of deposit herein provided for.

FIFTH: The Depositary shall not have the right to vote the shares of stock to be deposited hereunder.

SIXTH: This agreement shall not become binding or effective until signed by the Depositary at the end hereof, and such signature by the Depositary shall constitute an agreement by the Depositary with the Corporation and the Artist to act as Depositary in accordance with the provisions hereof and of the contract between the Corporation and the Artist hereinbefore referred to. The Depositary shall not be liable hereunder except for good faith in carrying out the obligations hereby imposed upon the Depositary.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

Exhibit "A".

Certificate of Deposit.

No.	Certificate of Deposit.	No. of Shares.

representing the Common Stock of United Artists Corporation.

THIS IS TO CERTIFY that there have been deposited with DENIS O'BRIEN (herein called the "Depositary"), under a written agreement, dated
(a copy of which is on file at the office of Depositary), for the benefit of GLADYS MARY MOORE (professionally known as Mary Pickford and herein called the "Beneficiary"), one thousand shares of common stock of United Artists Corporation, without par value, and that under said agreement the Beneficiary will be entitled to a delivery of a stock certificate representing said shares of stock or some portion thereof upon surrender hereof and upon receipt by the Depositary of a written notice from United Artists Corporation that the Beneficiary is entitled thereto under the terms of said agreement.

The holder of this certificate of deposit shall have the same voting rights as a holder of a regular certificate of common stock of United Artists Corporation.

Minutes of annual meeting of the MOTION PICTURE PRODUCERS' ASSOCIATION, regularly called by the mailing of a ten day written notice to each member, held at the office of the Hollingsworth Building, Wednesday evening, February 5th, 1919 at 8:30 o'clock.

President H. O. Davis presided and the following members answered the roll call:

Chas. Christie	Louis Seiler
Frank A. Garbutt	H. R. Hough
Hal Roach	Wm. Sistrom

W. S. Smith

It was moved and seconded that, on account of the amount of business on hand to be disposed of, the reading of minutes of the previous meeting be dispensed with.

Mr. Frank A. Garbutt submitted the annual report of the Treasurer, showing:

Receipts for the year ending December 31, 1918...	$8,853.75
Disbursements for the same period.....	5,901.55
Leaving a balance on hand as of January 1, 1919..	$2,952.20

Treasurer submitted report for month of January as follows:

Receipts.....	510.00	
Disbursements.....	376.40	133.60
Leaving balance on hand in Bank, February 1,1919,.		$3,085.80

On motion duly seconded, the Treasurer's report was received and ordered placed on file.

Mr. Frank Garbutt suggested he would be glad to have an audit made of the books of the Treasurer by an Auditing Co., whereupon Mr. Christie moved that Mr. Garbutt's request be granted and the Treasurer's books be audited and that the expense of such auditing be paid for out of the funds of the Association. This motion was seconded by Mr. Sistrom and unanimously carried.

The Secretary's report was then submitted, giving itemized expense account in connection with his trip to Sacramento, relating to Legislature matters, amounting to $160.02. On motion of Mr. Hough, seconded by Mr. Smith, this amount, together with the Secretary's salary, was ordered paid.

Secretary made a verbal report of the situation in Sacramento, relative to pending legislation that the Industry is interested in, and stated that a brief synopsis of the situation had been mailed to each member.

After some discussion as to the attitude of the labor interests to our bills now pending, it was suggested by Mr. Garbutt that it might be advisable to get in touch with labor interests in San Francisco, whereupon Mr. Christie introduced the following resolution, supported by Mr. Smith and unanimously carried:

> "RESOLVED: that the Secretary be and is hereby instructed, if it seems necessary, to proceed to San Francisco and analyze the situation there and take what steps it may seem necessary to secure the support and co-operation of labor for our bills."

The resignation of Mr. J. R. Crone of the American Film Company, of Santa Barbara, Calif., was tendered; Mr. Crone having left the American Film organization. His resignation was accepted with regrets.

The Secretary then presented the application of Mr. R. R. Nehls as General Manager of the American Film Company, to succeed Mr. Crone to membership. This application was endorsed by Mr. Christie, Mr. Hough and Mr. Seiler; and on motion duly made and seconded, Mr. Nehls was unanimously elected to membership.

The matter of working conditions of the extra people came up for discussion. It was brought out that each studio apparently operated under a

different formula as to wages paid the extra people, how many hours constitutes a day's work, when does overtime begin, and the rate of pay for same.

During the discussion as to the practibility of working out a uniform schedule for all studios to operate under, it was pointed out that if present conditions continued to exist, our industry would shortly face demands from the actors and extra people for shorter hours, substantial increase in wages and better working conditions.

After further discussion of the matter, it was suggested that the Secretary submit proposition to the different studios and secure from each of them their opinion as to what would obtain the best results at their studio, and from the information derived in this way some practical plan might be developed.

The Secretary made a report on the activities of Local #1 of the Motion Picture Players' Union which, in addition to the extra people, have enrolled a large number of our high-priced actors.

Mr. Roach suggested that a letter be sent to the Automobile Club of Southern California thanking them for the many courtesies extended to our industry. The Secretary was authorized to frame up and dispatch such a letter.

The Chairman announced that the nomination of officers for the ensuing year was in order.

President Davis stated that he was not a candidate for re-election.

Mr. Garbutt moved that a vote of thanks be extended to Mr. Davis for his loyal and untiring efforts in behalf of the Association during the three years that he was President of same. The motion was duly seconded and unanimously carried.

The meeting then proceeded to the election of the following officers for the ensuing year:

President
1st Vice President
2nd " "
3rd " "
Treasurer
Secretary

with the result that the following officers were unanimously elected to serve for the coming year:

Mr. Chas. Christie	-- President
" W. S. Smith	-- 1st Vice President
" Wm. Sistrom	-- 2nd " "
" Thos. H. Ince	-- 3rd " "
" Frank A. Garbutt	-- Treasurer
" W. J. Reynolds	-- Secretary

Mr. Reynolds stated that his duties as Secretary had been multiplying rapidly during the past year and that it was taking up more of his time than he felt he could give to the Association, at the present salary of $50.00 per week.

The general opinion of those present was that the Secretary of the Association was worth more money; whereupon Mr. Christie introduced the following resolution:

"RESOLVED: that the Secretary's salary be fixed at $100.00 per week, in place of $50.00 per week as here-to-fore."

The motion was seconded by Mr. Seiler and unanimously carried.

There being no further business to come before the meeting, the same adjourned.

W. J. Reynolds
Secretary.

Minutes of adjourned meeting of MOTION PICTURE PRODUCERS' ASSOCIATION regularly called and held at the L. A. Athletic Association Room, Monday, March 10th, 1919 at 12:30 o'clock.

President Chas. Christie and the following members were present:

F. A. Garbutt — Hal Roach
W. S. Smith — C. E. Bidwell
R. R. Wehls — H. R. Hough
Wm. Sistrom

On motion duly made and seconded, the reading of the minutes of the preceding meeting was dispensed with.

The Secretary presented expenses for the month of February as follows:

Paid Klink & Bean, for auditing Treasurer's account	$50.00
Office supplies	1.25
Western Union Telegraph Co.	10.78
Smith Bros. Typewriting Co.	1.00
Postage	5.00
Total	$68.03

On motion duly seconded, the account was ordered paid.

Letter was read from Wm. Fox Vaudeville Co., to the effect that the Sunshine Comedies, Inc., was no longer in operation and that their resignation be accepted. On motion duly seconded, the resignation of the Sunshine Comedies, Inc., as a member, was accepted.

The Secretary presented the application of Mr. J. D. Hampton, representing the J. D. Hampton Productions, for membership to the Association. The application having the necessary recommendations, was accepted and on motion duly made and seconded, Mr. Hampton was declared unanimously elected to membership in the Association.

The Secretary reported on Censorship and other Legislature matters, now pending before the present Legislation at Sacramento and stated that in spite of all efforts, the Censorship Bill had passed out of Committee and that quite a fight would have to be made to kill this Bill; whereupon the following resolution was unanimously carried:

"RESOLVED that this Association go on record as being opposed to Senator Anderson's Bill #179 which seeks to add a new section to our Penal Code relating to shows and theatrical plays of a character to incite race hatred, and providing a penalty for violation thereof."

The Secretary also reported on the Local Industrial Zone Ordinance and the Randall Federal Censorship Bill.

The question of studios being called upon for contributions for various causes, was brought up and discussed at some length by the different members present, with the result that Mr. Garbutt introduced the following resolution:

"RESOLVED that the members of this Association make no donation or contribution of any kind to any cause, person or persons, without referring same to our Secretary for investigation; and that the result of these investigations, together with the Secretary's recommendation, be submitted to the members at the next regular meeting."

The motion was duly seconded and unanimously carried.

The Chairman stated that our organization has been invited to join with other organizations in the city to take a hand in the local political situation this Spring. Mr. Garbutt canvassed the situation in a general way and said that an organization known as the Association for the Betterment of Public Service, was getting together the various interests of the city and have asked that a committee of three be appointed by our industry, with full power to represent and commit the industry in connection with the local political situation. The Chairman appointed on this committee: Messrs. F. A. Garbutt, Hal Roach and W. J. Reynolds.

There being no further business to come before the meeting, same adjourned.

W. J. Reynolds
Secretary.

105A

Law Offices of

Arthur Wright

208-209-210 Currier Building,

Los Angeles, Cal.

February 5, 1919.

William G.McAdoo, Esq.,
Santa Barbara, Cal.

Dear Sir:

We are forming a new corporation, to be named the United Artists Corporation, which we mean to make the agency through which we will market our moving pictures.

We desire your services to have charge of the legal steps in regard to organizing the corporation in accordance with the preliminary contracts which we have today signed, and after incorporation to act as general counsel of the corporation, continuing to give its matters your personal attention and handling the usual office work, and being available for conferences at your office in New York.

For this reason the corporation will pay you as General Counsel, a retaining fee of $50,000.00 for the calendar year 1919 and you are to receive (when the corporation is organized) 1,000 common shares without par value; this compensation to cover the services indicated. If there are services in special matters or in litigation, they will be specially arranged for.

At the end of the calendar year we will determine whether we desire to renew the employment.

Sincerely yours,

_____

_____

_____

_____

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NIGHT LETTER

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1919 FEB 6 AM 4

Hearts

A57KS 61 NL

SI NEWYORK NY 5

ALBERT H T BANZHAF 215

HOTEL ALEXANDRIA LOSANGELES CALIF

THERE IS A LOT OF MONEY COMING IN AND I AM VERY ANXIOUS TO MAKE OUT FINANCIAL STATEMENT BUT CANNOT DO SO UNTIL A FINAL SETTLEMENT HAS BEEN ARRIVED AT WITH THE PRINTING ACCOUNT THOUGHT POSSIBLY YOU MIGHT BE INSTRUMENTAL IN HURRYING THIS UP SO THAT THERE CAN BE MADE A DIVISION OF AVAILABLE CASH ASSETS WHICH IS QUITE CONSIDERABLE REGARDS

EPPING.

14

[illegible] an
American
cut out baggage
girl
Hamilton

~~Author~~
Pearce

~~Author~~

1919 FEB 6 AM 4 22

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION.

B35NY VC 207 BLUE

BZ NEWYORK NY 5P Feb 7 1919

M.F.Ihmsen,
LOS ANGELES EXAMINER,
LOSANGELES CALIF

WE HAVE NO INTEREST IN THIS MATTER FROM A SMALL VIEW POINT. WE ARE THE BIGGEST INSTITUTION OF PUBLICITY AND PROMOTION IN THE WORLD WITH ALL OUR MAGAZINE AND NEWSPAPER SERVICES, NEWS FILMS, FEATURE SERVICES, ETC. WE ARE ONLY INTERESTED IN THIS COMBINATION OF STARS BECAUSE THAT IS THE BIGGEST THING OF ITS KIND IN THE WORLD. IT SEEMED TO ME THAT SOME ARRANGEMENT MIGHT HAVE BEEN MADE IN WHICH WE COULD HAVE DIVIDED THE GROSS RECEIPTS EQUALLY. THE STARS WOULD HAVE GOT FIFTY PERCENT OF THE GROSS WITHOUT ANY DEDUCTIONS FOR DISTRIBUTION OR PROMOTION; WE WOULD HAVE TAKEN FIFTY PERCENT OF THE GROSS AND PAID ALL EXPENSES OF DISTRIBUTION AND PROMOTION. THE ORDINARY EXPENSES OF DISTRIBUTION AND PROMOTION WE ESTIMATED AT THIRTY FIVE PERCENT. THEY COULD PROBABLY UNDER ANY CIRCUMSTANCE BE ESTIMATED AT NOT LESS THAN TWENTY FIVE PERCENT. IF WE SAY TWENTY FIVE PERCENT FOR DISTRIBUTION AND TWENTY FIVE PERCENT FOR PROMOTION YOU HAVE OUR FIFTY PERCENT. WE COULD POSSIBLY MAKE A SMALL PROFIT ON EACH OF THOSE, A PROFIT SUFFICIENT TO SATISFY US, BUT THE MAIN ADVANTAGE WOULD BE ASSOCIATION WITH THESE BIG STARS. IF AN ARRANGEMENT OF THAT KIND IS NOT POSSIBLE THERE IS NO USE DISCUSSING THIS SITUATION IN A SMALL WAY.

W.R.HEARST

724P

POSTAL TELEGRAPH—CABLE COMPANY

NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK. CLARENCE H. MACKAY, PRESIDENT.

COUNTER NUMBER	TIME FILED	CHECK
	M.	

INDEPENDENT COMPETITIVE PROGRESSIVE

SEND the following NIGHT LETTERGRAM, subject to the terms on back hereof, which are hereby agreed to.

HOLLYWOOD 2893 HOLLYWOOD HOME 3—719 579693

FEBRUARY 16, 1919 1646 CAHUENGA AVE.

A. L. GREY

720 LONGACRE BLDG.

NEW YORK N. Y.

DID YOU ANSWER HEARSTS TELEGRAM REGARDING BIG FOUR. IF NOT PLEASE DO SO AND EXPLAIN ANSWER WAS NOT PREVIOUSLY GIVEN FOR REASON COMBINATION HAS JUST SIGNED UP AND THAT PLANS FOR RELEASING ARE STILL IN FORMATIVE STATUS. STOP. HOPE TO LEAVE NEXT WEEK. STOP. FEAR PRINTS BABYLON AND MODERN STORY WILL NOT BE READY FOR A MONTH. REGARDS.

BANZHAF

CHG. D. W. GRIFFITH STUDIO ACCT.

DOUGLAS FAIRBANKS PICTURES CORPORATION

HOLLYWOOD, CALIFORNIA

OFFICE OF THE TREASURER

Copy

Feb. 7th, 1919

United Artists Distributing Co.,
Los Angeles
California

ATTENTION: MR. DENNIS F.O'BRIEN

Dear Mr. O'Brien:

In view of the reference at last night's meeting to my present and contemplated activities, and more particularly to the George Beban transaction, I hasten to advise you that I had a conference with Mr. Beban today at which he informed me that he had interpreted my negotiations with him up to this time as a commitment on my part to go thru with the deal. Under this circumstance, although I made several efforts to induce Mr. Beban to accept my former conversations with him only as tentative and informal preliminaries, I feel that you would expect me to acknowledge Mr. Beban's attitude as a moral obligation upon me to complete the transaction. I would therefore like to explain that the deal involves my purchase of a completed Beban negative with an option upon a second production, to be sold on the State right plan. Please accept my assurance, however, that if forthcoming events promote the possibility of my doing business with the United Artists I can dispose of this picture very quickly and be ready to identify myself with your group without any strings whatsoever, as I assured you personally last night.

In this connection I would also like you to know that I am at present selling the state rights of Mack Sennett's feature comedy, which however, will be completed within a short time so that will be by no means a hindrance to our getting together if that is your inclination.

I will thank you very much to convey this information to your associates and the stars so that you and they understand that these monor transactions would not in the least hinder me from approaching a business proposition with you without any outside ties and in a manner that will place me exclusively at your service.

Thanking you for your courtesy in this matter, with kind regards,

Very truly yours,

(Signed) Hiram Abrams

Los Angeles Examiner
CHARACTER QUALITY ENTERPRISE ACCURACY
AN AMERICAN PAPER FOR THE AMERICAN PEOPLE — THE GREAT NEWSPAPER OF THE GREAT SOUTHWEST

February 8, 1919

OFFICE OF THE PUBLISHER

PERSONAL.

Mr. Albert H. T. Banzhaf,
Hotel Alexandria,
City.

Dear Mr. Banzhaf:

Enclosed please find copy of the telegram in question. I think it is important for the members of the combination and the responsible gentlemen engaged in organizing it to receive and consider this suggestion. It offers an anchorage and a promotive potency that in my opinion cannot be equaled.

Yours very truly,

H. F. Shmsen

February 8, 1919.

Mr. Fulton Brylawski,
Suite 518 Jenifer Bldg.,
Washington, D. C.

Dear Mr. Brylawski:

We are returning to you herewith your bill amounting to $5.00 against Mr. Griffith for services in the matter of copyrighting "The Romance of Happy Valley".

This bill should be handled same as previous ones, namely: it should be collected from the Famous Players-Lasky Corporation, #485 Fifth Ave., New York, N. Y.

Very Sincerely,

D. W. GRIFFITH STUDIO

Manager.

ECB/BB

February 8, 1919

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

Am sending Mrs. Smith on to make two small changes in Hearts of the World. Think perhaps it would be better instead of sending her down to these out-of-town exchanges to let Turner or someone from the office do this work. They could go over the picture with her so as to be sure that they get it exactly in the right place and could make these changes sending her to Chicago, New York, perhaps Boston and Philadelphia and let someone from your office -- projection boy or someone with enough brains to handle matter -- take care of it at the other exchanges.

Do not suppose it would damn the play if the change was not made but think the change will help clear up the situation in the end. This was according to Mr. Zukor's suggestion .

With best wishes,

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

W. G. McAdoo
Santa Barbara

SANTA BARBARA, CAL.
FEB 8
5-30P
1919

7 W P

David W. Griffith, Esq.,

Los Angeles, California.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LI

COPY.

LOS ANGELES EXAMINER.

Office of the Publisher February 8, 1919.

Hon. W. G. McAdoo
Santa Barbara, Cal.

Dear Mr. McAdoo:

This will introduce Mr. A. T. Sokolow. Mr. Sokolow will show you a message that I have received from Mr. Hearst. I wouldcall on you myself but I am under the weather.

My only interest in this matter is to see that this suggestion of Mr. Hearst is received by every one of the members of this proposed combination. I think it is highly important that no one of them should be able to say at some future time that he or she did not know of this opportunity.

I took up the matter with Mr. Griffith, who sent Mr. Banzhaf, his lawyer. Mr. Banzhaf asked that a copy of the message be given him, and perhaps he may submit the matter to you also. But it seemed to me essential that you, as general counsel of the enterprise, should know of this suggestion, so that you would be familiar with the matter and could inform all the stars.

You of course are entirely familiar with the potency of the aid Mr. Hearst would be on account of his numerous newspapers and magazines, his news services, his various feature services and his news reels, Mr. Hearst controlling all the news reels, I understand, except Pathe's. The difficulty and endless detail involved in the establishment of exchanges or distributing facilities are serious. This connection, if it could be arranged, would be for these stars an anchorage and a capacity for legitimate promotion the importance of which can hardly be over-estimated.

With best wishes,

Sincerely yours,

(Signed) M. F. Ihmsen.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, Calif.,
February 10, 1919.

Killefer Manufacturing Co.,
2209 Santa Fe Ave.,
Los Angeles, Calif.

Gentlemen:

Enclosed please find check for one hundred eighty dollars and fifty cents ($180.50), which is in payment of your invoice of January 8th amounting to one hundred ninety dollars ($190.00) less 5%.

Please return receipted statement and oblige

Yours Very Sincerely,

ECB/BB
Enclosure.

Griffith Ranch

W. G. McADOO
NEW YORK

Santa Barbara, Cal.,
February 11, 1919.

Dear Mr. Griffith:

For your information I send you copy of a letter to me from Mr. M. F. Ihmsen, Publisher of the Los Angeles Examiner, and copy of a telegram from W. R. Hearst to Mr. Ihmsen, which were presented to me by Mr. Sokolow in person. I have suggested to Mr. Sokolow that Mr. Hearst communicate with some one or all of you direct any specific proposition he has to offer so that it may be considered on its merits.

Cordially yours,

WGMcAdoo

David W. Griffith, Esq.,
Los Angeles, California.

c o p y

The National Association of The Motion Picture Industry.

Times Building, New York.

Feb. 11, 1919.

Mr. J. D. Williams,
First National Exhibitors Circuit,
6 West 48th St, New York.

Dear Mr. Williams,

I have been requested by Chairman Gabriel L. Hess of the Censorship Committee to ask you to notify D. W. Griffith to forward to Chairman Hess the amount you subscribed to the censorship fund, which was recently paid to Mr. Griffith at Los Angeles. We have several requests for funds from States in which censorship fights have already been started and it is necessary that these requests should be cared for at the earliest opportunity.

Chairman Hess has wired this request to Mr. Griffith but no reply has ever been received.

Yours very truly,

(signed) F. H. Elliott

Executive Secretary.

COPY.

Washington, February 11, 1919.

Dear Mr. McAdoo:

I should like to offer a suggestion which I hope you will consider in formulating the policy of your organization. It has to do with the differentiation between merely getting the money by charging all the traffic will bear, irrespective of good will, and the policy of building a business along the lines of improved taste, fortified by the good will of thousands of exhibitors and also of the public.

If I have analyzed the picture business correctly, the earlier enterprises had their inspiration purely in getting the money. Then Adolph Zukor built his great organization by mobilizing the best talent of the business. So far as developing the artistic end is concerned, he succeeded for a time. But it seems to me that he went wrong on the question of his relationship with the exhibitors. Without giving any consideration to the friendship of the theatre owners, he forced prices up until even the folks who were buying his services entertained harsh feelings toward him and they bought it because they had to. In other words, his fall came because of the employment of a policy of force.

It seems to me that the one big opportunity to improve over his system is to solicit the good will and cooperation of the exhibitors instead of imposing an obligation upon them.

The answer to this would undoubtedly be a commission arrangement, permitting the showing of the output of the stars on a percentage basis, a certain commission going to the house and a larger commission going to the producing company. This not only makes the interest of the exhibitor and the producer parallel, but it removes the restrictions on the development of the artistic end which have been imposed by the practices of the New York end of the Motion Picture Industry.

Obviously, the stars which you have mobilized are entitled to all their artistic output can earn and the higher their output the more to which they are entitled. They are also entitled to have their product sold on its own merits alone, and not to permit it to be used to sell an inferior product. I believe it is claimed by Mr. Zukor's organization that he made less profit on the output of the stars than he did on the lesser known personages. If that is the case, it would seem to be a serious proposition to undertake to get more revenue from the theatres by the stars alone than he was able to get by selling them the combination with players whose product offered him a larger margin.

It seems to me that the only answer to this is increased prices to the public when the star pictures are being shown. If the policy of flexible prices can be established by agreement between your organization and the exhibitors, there will be a constant incentive for you to produce a picture which will enable them to get the money under the increased prices. In other words, they will have the same incentive of increased profits that you will have. It seems to me that this is the absolute crux of the situation--the necessity of making the interests of the producer and the interests of the theatre identical.

If it can be arranged so that the interests of the producer and the theatre owner are identical continuously, you have enlisted the active support of thousands of live people throughout the country. Every cent they spend in advertising under such an arrangement is a contribution to your good will, and the same thing would apply to your

expenditures for promotion purposes. Its benefits would be reflected in every house using your service.

A commission arrangement would also make it possible for your organization to emphasize cooperation with the local theatre. For instance, it would be possible for you to furnish the local theatre owner with ideas for promoting his business; for developing new classes of patrons. Just as a sample, merely with the idea of cultivating new customers for the motion pictures, you could provide films on popular education in schoolrooms, and enable the local theatre to take it and get the cooperation of the public; or you could provide a film of special interest to club women and get a special message to club women. All of these bits of enterprise would make new customers for the house, and you would have a tremendous nation-wide organization holding together by good will instead of an organization held together by the club of monopoly or force.

Of course, I may be very presumptuous in suggesting these things to you. I know that you have an appreciation of the value of good will and that the cultivation of good will on the part of the exhibitors will be on your mind when your policy is formulated, but I think you now have an opportunity that has come to few men. You have an opportunity to stabilize and put on a permanent, constructive business basis an industry which has been grossly misused.

Sincerely yours,

(Signed) Frank R. Wilson.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

February 11th'19.

Attention Mr. Bidwell,

Griffith Studios, Inc.,
#4500 Sunset Boulevard,
Hollywood, Los Angeles.

RE: Wark Producing Company
Epoch Producing Company.

Gentlemen:-

As per your recent request we beg to advise that we have the following policies in force and covering on the above:-

Wark Producing Co.

#56570	"National Union"	$14,000.00	Negative in Vault	#12-	Exp.	Jan.4th'20.
111391	"National Liberty	$11,000.00	do do	$12	do	Jan.3rd'20.
		25 000.00				

EPOCH PRODUCING CO.

#111258	"National Liberty"	$ 5,000.00	Negative in Vault	#50	Exp.	June 14'19
1607610	"Commercial Union"	$20,000.00	do do	#50	Exp.	June 14'19
531321	"Yorkshire Ins.Co.	$ 4,500.00	do do	#50	Exp.	Dec.5th'19
1015832	"American Central"	$ 5,000.00	do do	#50	Exp.	June 14'19
		34500				

We are also enclosing statement of premiums due on the Epoch Producing Company. Premiums on the Wark Producing Company policies have all been paid.

Trusting the above is what you desire, we remain,

Very truly yours,,

J. W. KAYS COMPANY, INC.

By W. H. Campbell

Encl.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Copy

Los Angeles, California

February Twelfth,

Nineteen Nineteen

United Artists' Distributing Corporation,
Attention Mr. John Fairbanks,
Addressed:

Gentlemen:

In accordance with your request I submit herewith the following proposition, which may be considered by you, together with the other propositions which you already have under consideration, as outlining an arrangement under which I would agree to act as General Manager of your distributing company.

In submitting this proposition I am attempting to cover only the item of compensation.

This alternative propsition is as follows:

COMMISSIONS: The company will agree to pay to me a commission, computed upon the gross receipts realized from the distribution of each picture, at the following rates:

1. At the rate of 1.4% upon such receipts for each picture up to and not exceeding the sum of $300,000.

2. At the rate of 1.6% upon the amount by which such receipts for each picture exceed the sum of $300,000 and do not exceed the sum of ~~xxxxx~~$400,000.

3. At the rate of 1.8% upon the amount by which such receipts for each picture exceed the sum of $400,000 and do not exceed the sum of $500,000.

4. At the rate of 4.4% upon the amount by which such receipts for each picture exceed the sum of $500,000 and do not exceed the sum of $600,000.

5. At the rate of 2% upon the amount by which such receipts for each picture exceed the sum of $600,000.

SALARY: The company will agree to pay me, weekly, a salary of $1000.00 Said salary, however, shall not be in addition to the commissions provided for in the foregoing paragraph, but on the contrary, shall be deducted from the aggregate commissions found to be due me at each settlement date.

SETTLEMENTS: Settlements of all accounts between us shall be made semi-annually.

You will note that the commissions which I am suggesting are computed upon an ascending scale, based upon a maximum commission of 2% on sales of $600,000 or over, also that the commissions for sales under $6000,000 amount to much less than 2% of the gross.

You also will note that percentages are figured on sales under $3000000 as well as on sales in excess of that amount. I was compelled to adopt this course because of the mathematical an accounting complications encountered in attempting to make the

commissions apply only to the receipts exceeding $300,000. However, the commissions applying for the first $300,000 have been so calculated that they closely approximate the weekly advance of $1000 suggested.

Very truly yours,

Signed,

Hiram Abrams

1. 4%	on first $300,000	$ 4200.00
2. 6%	on $300,000 to $400,000	1600.00
3. 8%	on $400,000 to $500,000	1800.00
4. 4%	on $500,000 to $600,000	4400.00
		$ 12,000.00

2% on any excess above $600,000

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NEW YORK OFFICE
LONGACRE BLDG.
1476 BROADWAY

TELEPHONES
WILSHIRE 1550
HOME 50088

MACK SENNETT COMEDIES

PRODUCED BY
MACK SENNETT
1712 ALESSANDRO STREET
LOS ANGELES

Feb. 12th, 1919.

D. W. Griffith,
Chairman of Executive Board of the
Motion Picture War Service Assn.,
4500 Sunset Blvd.,
Hollywood, California.

Dear Sir:-

Enclosed is a copy of the telegram received today from Mae Murray.

Yours very truly,

Jeevaedon

B
1 encl.

C O P Y

New York City.

J.A.Waldron-

Money not received as yet Must insist on it being sent immediately or suit will begin Will wait until February 22nd for arrival of check.

Mae Murray

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

Feb. 12th, 1919.

Mr. D. W. Griffith,
Griffith Studio,
Hollywood, California.

Dear Mr. Griffith,

I am attaching for your perusal and information copy of letter received from the Secretary to The National Association of The Motion Picture Industry, and copy of my reply thereto.

The money was subscribed, as you know, on the understanding that your personal attention would be given to the matter, and I doubt very much whether the Directors of the Circuit would have consented to give this amount of money through National Association channels, as from experience we have found that their past efforts have not been very successful.

With best wishes,

Yours very truly,

J D Williams

JDW/W

Manager.

c o p y

The First National Exhibitors Circuit Incorporated.

6 West 48th Street,

New York.

Feb. 12, 1919.

Mr. F. H. Elliott,
Exec. Sec. National Association
of the Motion Picture Industry, Inc.,
Times Building, New York.

Dear Mr. Elliott,

Replying to your letter of Feb. 11th. I beg to advise you that the Directors of The First National Exhibitors' Circuit contributed money to the censorship fund through Mr. D. W. Griffith on the understanding that the matter would be handled entirely by Mr. Griffith on their behalf.

Yours very truly,

JDW/W

Manager.

February 13, 1919

Mr. S. E. V. Taylor,
Studio.

Dear Mr. Taylor:

Pursuant to our conversation of this date, beg to confirm our understanding of your business relationship with Mr. Griffith to be as follows:

Since your association with Mr. Griffith, November 10, 1917, you have received as a general retainer $100.00 per week for services rendered as a writer of original stories, and in addition thereto you have received a drawing account of $100.00 per week, same to be credited upon the sum of $1000.00 for each original story you have written, and upon those stories for which you have made substantial and original suggestions.

The stories for which you have so far written the original plots are as follows: "The Hun Within","Battling Jane", "Boots," and "The Girl Who Stayed at Home". In addition to these you have aided in the construction of the following: "The Great Love" and "The Greatest Thing in Life".

For the aforesaid productions you are to be credited with the sum of $1000.00 each, making a total sum of $6000.00; against which you have drawn the additional sum of $100.00 per week as aforesaid, which sums were paid as follows:

In 1917 you received $1300.00 for eight weeks employment, of which $500.00 represents your advance drawing account for said period, and in 1918 you received an advance on drawing account of $5200.00 which makes a total payment to you of $5700.00. Since you are credited with a total sum of $6000.00 on above pictures, there is a balance due you of $300.00 on account of your original stories or those on which you made substantial suggestions as aforesaid.

In addition to the aforesaid compensation on the first four mentioned pictures, you are to receive over and above all costs of each of said productions, three percent of the net profits received by Mr. Griffith therefrom.

You are to continue and to remain associated with Mr. Griffith until July 1st, next, or until such further date as may be mutually satisfactory to you and him upon the same basis aforementioned;

Mr. Taylor,
#2

With the understanding that should any of your original stories which have been submitted in full manuscript form to, and accepted by, Mr. Griffith, net personally to Mr. Griffith a profit of 100%, then on any such additional net profits you are to receive ten percent of additional profits up to the next 100%, if any, and if the net profits to Mr. Griffith should be in excess of 200%, then you are to receive a further compensation of twenty percent over and above 200% net profits to Mr. Griffith.

It is understood, of course, that while such association exists you are not to sell or dispose of any of your original stories to others.

If this is your understanding of the business relationship between you and Mr. Griffith, kindly confirm this communication by your acceptance in writing.

Yours very truly,

AHTB-W

FRANK E. WOODS

Lasky Studio,
Los Angeles, Cal.,
February thirteenth, 1919.

Mr. D. W. Griffith,
The D. W. Griffith Studios,
Los Angeles, Cal.

Dear Mr. Griffith:

I am inclosing a copy of an announcement I am sending to the various studios. I will keep you advised of any further development in the organization.

If you have any suggestions to make, I will be glad to have them.

With best wishes for the success of the movement,

Very truly yours,

Frank E. Woods

ANNOUNCEMENT TO THE MOTION PICTURE PROFESSIONS OF AMERICA.

A new association of motion picture professions for relief and protective purposes is now in process of organization. It will be modeled somewhat after the Actors' Fund of America and will be know as the Motion Picture Fund of America. Its headquarters will be in Los Angeles.

The purposes of this organization are as follows:

A home for indigent members of the professions, especially the aged and disabled, said home to be established at first on a modest scale, but susceptible of enlargement.

A relief and loan fund for cases of urgent necessity.

A welfare committee which, among other things, shall take steps to discourage unqualified persons from seeking employment in motion pictures.

A medical board whose services will be available in urgent and worthy cases.

A legal aid staff to whom members of the professions without means may be referred for legal protection.

A protective committee by whom matters affecting the profession as a whole may be handled.

Among other activities will be committees on publication, entertainment and finance.

There will be no salaries paid to officers of the organization.

It is intended that motion picture professions shall be construed to mean actors, directors, assistant directors, scenario writers and editors, art and technical directors, film and title editors, camera men, publicity writers and producing officials.

The undersigned was authorized to undertake the formation of this organization by the unanimous vote of the Board of Directors of the Motion Picture War Service Association which is now in process of legal dissolution. Among these directors were MARY PICKFORD, D. W. GRIFFITH, DUSTIN FARNUM, DOUGLAS FAIRBANKS, WILLIAM HART and MACK SENNETT each of whom immediately subscribed Five Hundred Dollars to start the fund.

Many others have signified their hearty sympathy and co-operation and it is assumed that this organization will meet with the approval and support of every member of the motion picture professions.

FRANK E. WOODS.

Lasky Studio,
Los Angeles, Cal.
February twelfth, 1919.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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FRANK E. WOODS.

Lasky Studio,
Los Angeles, Cal.
February twelfth, 1919.

Los Angeles, Cal.,
February 13th 1919.

My dear Mr. Banzhaf:

Something in one of Mr. Griffith's recent productions has drawn this letter out of me. That something -- sublte, silent appeal striking an inner depth of harmony-- is the inspiration and - hope. That something set me to profound thinking. And out of the rich depths of this reflection came forth to life old faith, old dreams, ambitions and hopes that are ever the warmth and buoyancy of the spirit; all these forming one mighty group of forces, transmuted and expressed in one solemn conviction - one sincere purpose. To understand better the nature of that conviction, of that purpose you must know something of the writer.

That something suggests a possible liberty for an innate artistic sense that has been scorned and trodden upon in the connection of events by material necessity. For, since eighteen I have been seriously involved in the machinery of life -- and know what hard work is -- ever striving for better things; ever dreaming; ever drifting; not yet having found that which could ever justify my genuine worth or serve as a proper outlet for my best energies or be in harmony with my fundamental personality. Ever have I tried to glorify with thought and feeling what other men regarded as worthless routine. So, it is partly that goad of discontent - that urging on - to the land of the heart's desire.

Mr. Banzhaf, be kind to this letter. Young blood pushes the pen. A heart of twenty-one throbs out the emotions that enrich and colour the theme which, after all, is but the humble sense of duty in hopes of the glorious achievement which the pursuit of a noble aim inspires. For, in Expression - Language, Dramatics, Music - it matter not so much the medium - I see the development and unfolding of my better self. And in such lie a challenge to my gifts, charm for my ambitions and a lash for my laziness. One thought thrills me, Mr. Banzhaf - that PERHAPS there is something in the writer's make-up that would have a value to Mr. Griffith's work. I trust my emotion.

Nothing is so undesirable as to be disillusioned but if I err in believing there is a place for my aspiring mind in your way of striving I would suffer it for truth's sake. However, retiring timidity or natural sensetiveness will not justify the lack of enough courage to brush them aside when it comes to finding one's place in the world. And should you want for an office - devil, janitor -- or an eager and observing slave in the creative department -- do not hesitate to send for me and I shall try to renounce the wonderful future which so tempts me to diligence in my present capacity.

I must say much here for it is not within the pow- of one so young as myself to come to your sur-charged sanctum of stern and negative thought and gracefully pour forth strong, cunning words to win your interest and favor. No. Instead, you would behold a dumb, trembling youth choked into confused silence by the flood of heterogeneous emotions that would most surely arise when I step inside your door. " O, woeful day! O, cruel sight! O,--- pitiable spectacle! You would kick me out. (It's a shame to bring poor Bill in on this.)

In the frankness, confidence and length of this let- (ing) ter may you see something of the earnest, invincible purpose prompt) such an appeal from the wavering youth to the cold, shrwed and disinterested man of achievement. Anxiously awaiting your early summons and wishing you unprecedented artistic liberty in your splendid new project I am,

Most sincerely,

Albert J. Powers.

Wilshire 1473
809 Green Ave.,
Los Angeles, Cal.

Los Angeles, Calif.,

February 14th,
1919

Mr. Ashton Stevens,
Chicago Examiner,
Chicago, Ill.

Dear Mr. Stevens:

Am enclosing check payable to William A. Pinkerton, of the Lou M. Houseman Testimonial. Wish it were more. Unfortunately, Influenza and other troubles have cost us fortunes this season or I would make it bigger.

Best regards,

Sincerely,

DWG-W

HARRY J. RIDINGS, Chairman

JOS. C. FARRELL, Vice-Chairman
ASHTON STEVENS, Director of Publicity

CHAS. H. PORTER, Secretary

LOU M. HOUSEMAN TESTIMONIAL

Colonial Theatre, Sunday Afternoon, Feb. 16, 1919

ALL-STAR PROGRAM DIRECTED *and* GUARANTEED
By WILL ROGERS, GENERAL MANAGER

WILLIAM A. PINKERTON, Treasurer

COMMITTEE

GEORGE ADE
E. S. BECK
SHEPPARD BUTLER
FRANK BERING
EUGENE BYFIELD
JAMES F. BISHOP
CHARLES COLLINS
W. A. CURLEY
MATTHEW J. CROWLEY
JAMES J. CALLAHAN
FRANK COMERFORD
CHAS. A. COMISKEY
SHERMAN DUFFY
B. W. DENISON
WILL J. DAVIS
FRED C. DONAGHEY
JOHN C. EASTMAN
W. G. EDENS
LEON FRIEDMAN
CHARLES C. FITZMORRIS
JOHN J. GARRITY
SAM P. GERSON
MORRIS GEST
DICK GREINER
JOHN J. BENNINGSEN
G. F. GRIFFIN
CHAS. S. GOODNOW
WALTER C. HOWEY
O. L. HALL
CHRIS D. HAGGERTY
JUDGE JACOB HOPKINS
U. J. HERRMANN
MACLAY HOYNE
JOE M. HARRIS
JOHN C. HENDRICKS
SAM P. HALL
AARON JONES
ABE JACOBS
JUDGE J. FRANK JOHNSTON
MAJ. ROY D. KEEHN
HARRY D. KRAFT
RING W. LARDNER
AMY LESLIE
JACK LAIT
FRED LEVY
NATE LEWIS
MAJ. H. L. LAUGHLIN
HOWARD MANN
FRED W. MCQUIGG
JOHN J. MCINERNY
EDWIN F. MEYER
A. B. MAGNUS
IRVING MARKS
FRED MITCHELL
LOUIS M. NEWGASS
DON L. OMO
BARNEY OLDFIELD
HARRY J. POWERS
WILLIAM A. PAGE
WRIGHT A. PATTERSON
EDWARD ROSENBAUM, SR.
J. J. ROSENTHAL
NAT ROYSTER
OPIE READ
CLARENCE ROWLAND
MORT H. SINGER
WILLIAM SINGER
EARL STEWARD
MATT SMITH
PETER J. SCHAEFER
EDW. SMITH
JOE SWERLING
JOSEPH G. SNYDACKER
JAMES F. STEPINA
ROLLO TIMPONI
WILLIAM TISDALE
DRURY UNDERWOOD
EDWARD WAPPLER
HARVEY WOODRUFF
ORT WELLS
SAM WOLFF
ERNIE YOUNG

Chicago, Feb., 1919.

David Wark Griffith
Alexandria Hotel,
Los Angeles, Calif.

Dear Sir:

Lou M. Houseman, who never had much use for a man unless that man was in trouble, will be the beneficiary of a testimonial performance at the Colonial Theatre, Chicago, on Sunday afternoon, February 16, 1919.

For forty years as a newspaper and theatrical man, Lou Houseman has been devoting his time and income to helping others. To him friendship always has been the greatest thing in life. He has made a couple of fortunes and given them away. Now the turn of the wheel finds Lou himself in need of friendship.

For that reason a few of his friends in Chicago's Loop are sending out the call to his hundreds of friends the world over.

If you feel like joining in an attempt to get even with a man who never called his dollar his friend, and never refused his friend his dollar, please send your check to WILLIAM A. PINKERTON, TREASURER, at the Colonial Theatre, Chicago. He will administer the receipts of the testimonial as a trust fund.

Sincerely yours,

Ashton Stevens

Copy.

New York, February 14, 1919.

My dear Mr. Price:

My suggestion then is an elimination of programme and exchanges, and that these be relegated to what might be called "old-fasioned methods." In its place the following course be adopted:

a. Select a reliable first-class booking agency (in this instance I suggest the Shubert Theatrical Company). It owns and has facilities for booking high-class theatres with attractions in the United States of America and Canada. I feel and believe that Artists, and pictures of such Artists in a good moving picture play, of the magnitude of the people mentioned by you, should be treated in theatricals exactly the same as high-class Artists or attractions now appearing or being presented in the different Theatres of the United States. Just because the motion picture Artists have been screened is no reason why the screen or motion ~~xh~~ picture should not be presented in the legitimate first-class Theatres in the same manner as the other first-class stars and attractions.

b. Therefore, I propose that contracts be made whereby the motion pictures made and produced by this corporation be booked in consecutive weekly tours in the different Theatres of the United States of America on a percentage of the gross receipts basis in the same manner as a first-class attraction is booked and arranged for. Under such a scheme, each picture can be booked solid in a first season pf practically no less than forty weeks, and if a picture be a great big hit like Chaplin's latest one, it can play an indefinite run in each theatre in each city. This will give you continuity of action as to each andevery picture and will practically insure the presentation of each picture in each of the first-class Theatres of the United States of America and Canada. If a picture is a hit, like some of the plays, it may stay in one Theatre for an entire season, and run in another first class Theatre in another city, thereby swelling the gross receipts, and necessarily the profits to your Company.

c. After a picture had outlived its usefulness in the first-class Theatres, then it be booked in the second-class Theatres in the same manner as the present play is booked in "popular price." This will give the picture an opportunity again of being played in every Theatre in the United States that produces popular priced plays, and this again can be arranged by booking through the Shubert Theatrical Company. This would cover a second year or more of production, and an opportunity of playing each picture for an indefinite duration in a given Theatre in each given City.

d. After these two fields have been thoroughly canvassed the picture can then be presented in the cheaper motion picture Theatres, and under these circumstances could be rented for so much a day or night.

~~XXXXXXX~~ The net results from an arrangement such as I have outlined, would in the matter of figures exceed any financial results had to date in the motion picture field, because it would eliminate the large overhead expenses attendant upon making known to the public the propositions that you have to offer. It would eliminate absolutely the exchange. It would eliminate the programme. By the elimination of these three alone, and of the natural opposition of one motion picture concern to another, a tremendous sum ~~xxx~~ of money would be saved.

~~XXXXXX~~ In making arrangements for booking under the scheme outlined herein, booking fees are eliminated, so there is another great saving. In making contracts with the Theatres your Company receives a certain percentage of the gross receipts and the Theatre the balance of the gross receipts. With a successful picture the share of the

MUSEUM OF MODERN ART FILM LIBRARY

receipts of the Theatre to your Company will be in dollars and cents far greater than they have ever been, or that they ever would in motion picture Theatres.

So much for the booking arrangements.

Now as to the internal affairs of the corporation itself.

By the scheme of organizing the five stars into a corporation, you eliminate the terrific overhead and other cost which has been the ruination of pretty nearly every motion picture corporation and enterprise in the country. Instead of having a large number of studios with a large number of leeches, you centralize on one individual head, and on one or two, possibly three studios at the utmost. By reason of the popularity of your stars, and the large amount of business to be done by you, you make arrangements for wholesale printing. Even if you did this by bid and estimate, I think your saving in a year would be several hundred thousands of dollars. You can make the same arrangement with reference to film, and in this instance will probably save so large a sum of money as to insure a very substantial dividend upon the capital stock of the corporation, based upon this saving alone.

Then when you take into consideration the wholesale purchase of properties and other paraphernalia, which can be made by a corporation such as this, under careful management, the saving will be tremendous.

It should be possible under this arrangement for minimum and maximum time to be placed on all pictures taken, and that each studio be in full operation all the time, which again will eliminate a terrific waste, and thereby make substantial earnings.

Yours very truly,

(Signed) Wm. Klein.

Oscar A. Price, Esq.,
Assistant to Director General,
Washington, D. C.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

Sent.

CAPITAL $ 2,000,000

MOORE'S THEATERS CORPORATION

DIRECTORS:
TOM MOORE, PRESIDENT
T.K.SANDS,
F.S.SWINDELL,
J.A.MUEHLEISEN, SECRETARY & TREASURER

WASHINGTON, D.C.

FRANKLIN 3730

February 14,1919.

Mr. D. W. Griffith,
c/o Griffith Studio,
Los Angeles, Calif.

Dear Mr. Griffith:

I have had the pleasure of meeting your representative Mr. Keefe, who has talked at length with me on exhibition of high class productions. I hope that his report to you as to my position here will gain for me fair consideration in connection with the distribution of your productions. Mr. Keefe is cognizant of the fact that I have at least two theaters against any other competitor's one in the downtown section. My total numbers four, being the Rialto, Strand, Garden and Plaza.

I am sending you under separate cover verdict of the press that my New Rialto surpasses anything in size and refinement in the City of Washington and matches or surpasses anything in America. It occupies 26,000 square feet of ground, and is a full city block deep. If you are not adverse, I would upon request send a set of photographs showing in detail construction that is new to the picture world, with its spacious foyer, lobby, and ladies and gentlemen's retiring rooms that are as large as many of our modern theaters. The foyer of this theater is not only unique but absolutely new in theater construction, containing space for standing 1500 people with comfortable lounging seats, canary birds that sing, and fountain with color streams of lights with goldfish, frogs, etc. In the day time the appearance given by the art glass dome is sunlight that comes from the outside. In the evening a color scheme arrangement transforms this into twilight. The whole theater has these color effects with scenes that match the atmosphere of the picture being projected, wherein can be depicted the effect of a sand storm, storm at sea, etc., with the assistance of electrical equipment, flood lights, etc.--all of which is quoted above to further secure your consideration for your future productions. It is needless to add I can pay the highest price in the City of Washington, and my mind, which is broadened by 14 years of experience, prompts me to seek only the high class productions.

Mr. D. W. Griffith .....#2.

With congratulations for your connection in having such a capable gentleman as Mr. McAdoo to guide you by counsel, and hoping to be able to secure your attractions outside the "film pirates" who have monopolized the past and locked me out even in face of the highest offer, I beg to remain

Sincerely yours,

Tom Moore

TM:WG.

E. HAYWARD FERRY, Vice Pres.
SAMUEL WOOLVERTON, Vice Pres.
JOSEPH BYRNE, Vice Pres.
CHAS. H. HAMPTON, Vice Pres.
HENRY P. TURNBULL, Vice Pres.

WILLIAM WOODWARD, President

CAPITAL $3,000,000.
SURPLUS & PROFITS $17,000,000.

No. 1352.

WILLIAM E. CABLE JR., Cashier
J. NIEMANN, Ass't Cash.
WILLIAM DONALD, Ass't Cash.
GEORGE E. LEWIS, Ass't Cash.

Foreign Department
WM. H. SUYDAM, Manager
ROB'T NEILLEY, Ass't Manager.

THE HANOVER NATIONAL BANK

OF THE CITY OF NEW YORK.

NASSAU & PINE STS. NEW YORK

Feb. 14, 1919.

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These instructions are subject to any enactments and/or regulations of the United States Government and/or proclamations issued by the President of the United States regarding export shipments

Wark Producing Corporation,
1476 Broadway, New York.

Dear Sir:

The Banco Espanol del Rio de la Plata, Buenos Aires, Arg. have requested us to pay you out of their general account up to $22,500.00.. by order Saenz Mai, against surrender to us of the following documents:

Invoices, consular certificate and complete set of Ocean Bills of Lading drawn to order and endorsed in blank covering Peliculas Cinematografo. Insurance covered abroad.

These instructions are to remain in force until Aug. 31st, 1919 unless previously cancelled.

and we presume they will be sent us in due course.

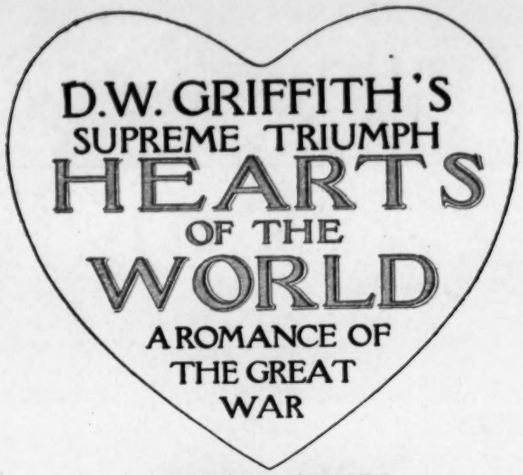
In advising you as above we are acting merely as agents for our foreign correspondents and cannot assume any responsibility for the continuance of their instructions, nor have we any discretion in regard to altering their advices as to the documents which are required.

Yours very truly,

W. H. Suydam

S. R. K.

Manager Foreign Department



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

February 15th, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:-

I received your statement and find same is O.K. with the exception that you have not given us credit on the statement for the amount of footage tax which you charged to "Hearts of the World". I enclose herewith statement showing that you have merely transferred this footage tax from one "Hearts of the World" account to another, but nevertheless, unless you give us either credit for this amount or deduct it from your printing statement, "Hearts of the World", as it now stands, still pays this footage tax. However, as I can wait no longer with the financial statement I have taken the printing statement as you sent it as a financial basis for settlement and entered same in my books accordingly. Therefore the question of the footage tax can be settled later. Please go into this matter thoroughly and I think you will find that my contention is correct. If not, please write me regarding it so that I see your view point. You wrote me a long letter accompanied withe the statement but did not state in this letter why you had not deducted the tax.

We will endeavor to recover the footage tax which we paid here in New York from the Government. If not, I will send you statement of what we have paid, but I may tell you now that we did not know the numbers of the prints that we paid footage tax on because at that time we did not know that you had your prints numbered. We merely paid footage tax on all prints billed by Famous Players here in the United States.

We enclose herewith statement showing how the "Hearts of the World" account appears after applying to this

February 15th, 1919.

Mr. E. C. Bidwell ----------#2

account all the figures of your printing settlement; in other words I have charged your account with all the various items for which you give us credit on your printing account and I have credited your account with all the items with which you charge us on your printing settlement. I have started out this account with a cash balance as shown on your trial balance of December 31st, as your account and my account were in accordance up to that time and you must therefore make the exact corresponding entries as shown on this statement, accrediting our account on your books with my debits and vice versa. After you have done this you will find that you have an overdraft on your "Hearts of the World" account amounting to $548.51.

You will notice that I have credited your account with $13,122.72 which was the amount due to "Hearts of the World" on the printing account as shown on the bottom of your statement. This amount has been charged to Mr. Griffith's profit advance account on our books and must be credited or paid to him personally as this amount is treated just as though we had sent him a check from here on account of profits. The Famous Players have received from "Hearts of the World" an amount equal to this. I have written Mr. Griffith regarding this, copy of which letter I enclose herewith.

Very truly yours,

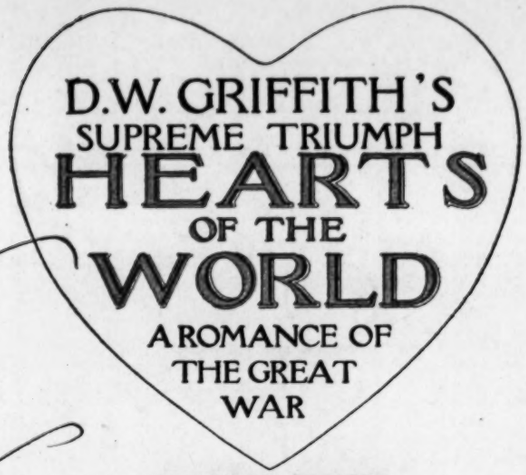
"HEARTS OF THE WORLD"

J. O. Tyrrell

E/W

Auditor.

Since writing this I have received your telegram which confused me very much, you state you have not charged our office with postage tax, I take it that your H of W % shown on your monthly trial balances is our office if not, what does this % represent? All your H of W transactions have been transferred to our books from the figures shown on your monthly trial balances on the %, how else could we know what is debited & credited to H of W. in Los Angeles, our books here would be useless unless we included your figures, how could we show the cost of production and other L.A. transactions unless we took the figures which you show on your trial balances. On your trial Balance of Oct 26-1918 you show a charge to H of W. for postage tax amounting to $21.13 & 46 the % you suppose out by Journal entries by charging D1 with 305-62 and the rest you merely transferred to other H of W. %'s as shown on statement attached hereto, I may be wrong but I cannot see how and why; write me a letter telling me why I am wrong. You compare the postage tax to rent, why so? ~~you have not charge~~ H of W was entitled to pay rent but not for postage tax.



Copy

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

February 15th, 1919.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

The Famous Players-Lasky Corporation for account of "Hearts of the World" sent you recently a check for $50,000 to be applied against your account against "Hearts of the World" for making commercial prints. This settlement has now been effected and after making out statement covering all transactions involved we find that this $50,000 represented an overdraft of $13,122.72. This amount has been charged on our books to your profit advance account and the Famous Players have paid to themselves an amount equal to this. Will you kindly therefore take the matter up with Mr. Bidwell with the view of having him pay you the $13,122.72 referred to above.

Your total profit advances here have been as follows:

Up to Dec. 12	104254.37
Amount due from Mr. Bidwell referred to above	13122.72
Total profit advances to date---$	117377.09

The books of "Hearts of the World" show that the Famous Players-Lasky Corporation, after paying to themselves $13,122.72, have received a profit advance equal to the amount received by you.

Yours very truly,

"HEARTS OF THE WORLD"

E/W

Auditor.

HOLLYWOOD 2840 HOME 57001

D.W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. February 15th, 1919.

Mr. A.H. Bahnzaf,
Studio.

Dear Mr. Bahnzaf:-

I herewith accept the agreement with Mr. Griffith for a further continuance of my association with him under the terms set forth in your letter to me bearing date of February 13th.

Regarding that part of the terms about the payment of three per cent royalty on a certain part of the profits derived from the pictures, however, I wish to say that it had been my understanding hitherto I was to receive five and not three per cent of all said portion of profits, over and above production expenses, arising from the sale, lease or rental of pictures and I ask now that if my stories prove worthy in Mr. Griffith's judgement that I receive five per cent on such stories in place of three per cent; the terms of the agreement otherwise to remain as set forth in your letter.

Yours very truly,

S. E. V. Taylor

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

Feb. 15 th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

Attention Mr. Bidwell,

Gentlemen:

Enclosed herewith please find the following policies:-

#1016090	"American Central"	$5000.00	Contents
531381	"Yorkshire"	5000.00	"
114575	"National Liberty"	5000.00	"
		$15000.00	

These policies renew similar policies expiring on February 21st, and which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By D. W. Campbell

TELEPHONES, BELL
PORT KENNEDY 2
DO 71

BETZWOOD FILM COMPANY

STUDIOS-FACTORIES-PRINTING PLANT

Shipping Address—BETZWOOD, Montgomery Co., PA., U. S. A.

P. O. ADDRESS
PORT KENNEDY, PA.

PHILADELPHIA OFFICE
Empire Building

February 17th 1919

Mr. D.W. Griffith,
Los Angeles, Cal.

Dear Mr. Griffith:

In all probability my fatherinlaw, Mr. Siegmund Lubin will leave Philadelphia for Los Angeles next week in the hope of having an interview with you, Miss Pickford, and Messrs. Fairbanks and Chaplin.

His mission is to lay before you a proposition which I am certain carries sufficient merit to attract your consideration. The purpose of this letter from me is to get before you certain facts which in the event of all other things being equal, I feel sure will sway your decision in favor of Mr. Lubin.

For obvious reasons I know that you will keep these facts absolutely confidential. You know Mr. Lubin and consequently you will understand that this letter is written without his knowledge or consent. The latter he would most certainly withhold and it goes without saying that he would be greatly hurt in his pride should he eventually learn that such a letter had been sent.

Still, the situation is one which in his interest calls for some one to give the real truth regarding his present affairs. It is not a welcome task for me to transact, but, despite that, I regard it as a duty to be performed.

Mr. Lubin is out of business today through his loyalty to the obligations he assumed in his contract with the General Film Company. Another fatal factor was the war which shut off his unusually large foreign output at a time when the banks were pressing him.

Incidentally, when the banking interests took over his business for liquidation, Mr. Lubin emphatically declined to sign the transfer until the banks agreed to pay in full each and every contract held by artists under engagement to him. Paid to the last day specified in the contract. Against this the banks protested, but on Mr. Lubin's insistence it had to be done and was done. In other words he went out with his head up and clean.

As a result, sine then Mr. Lubin has been without resources of any kind. He did not fail with a fortune left over. He came out without owing a dollar and without a single one in his pocket. When I say this I merely relate a painful truth.

TELEPHONES, BELL
PORT KENNEDY 2
DO 71

BETZWOOD FILM COMPANY

STUDIOS-FACTORIES-PRINTING PLANT

Shipping Address—BETZWOOD, Montgomery Co., PA., U. S. A.

P. O. ADDRESS
PORT KENNEDY, PA.

PHILADELPHIA OFFICE
Empire Building

February 17th 1919

Mr. D.W. Griffith,

#2

Now you will understand why he must be kept in ignorance of this letter to you. He has often spoken to me of the friendship which he believes was founded between you and him in earlier days of an industry in which he is recognized as one of the sturdiest pioneers.

It is for this reason that I venture this appeal for your aid in the proposition he is going to submit, and particularly as it is one which on its own merits will doubtless reveal many advantages to you.

Mr. Lubin has lost track of his day of birth. My confidential guess is that he is seventy years young. On account of his brave cheerfulness of bearing, and most of it must be assumed, none but his family and a few intimates are aware that a man who gave freely is the subject of this confidential description.

His mission to you is to solicit the Big Four printing for the Betzwood laboratories. To make them a unit laboratory for your work exclusively. Into the patented equipment and installation of this plant Mr. Lubin put a million and a half. It is the world's largest film printing plant. Thanks to the patented equipment it produces the best work in the world.

Under Mr. Lubin's direction the writer personally superintended the construction of the plant and has now been placed in charge of it again in expectation of the prospect that Mr. Lubin will be able to contract to give the Big Four quality prints ----- better quality than can be obtained from any other plant in this country.

While I am interested in the project my chief concern under the circumstances described is for Mr. Lubin. Your work would put him on his feet for the remainder of his life which at seventy cannot be of much lomger duration.

Let me further burden your patience with another explanation of the unusual character of this letter. Mr. Lubin does not wear his troubles on his sleeve as a badge for sympathetic beholders. In making this trip he seems to be less impressed by its vital importance to him than by the prospect of meeting you again for a little chat on former days. To you he will doubtless seem the same old Pop Lubin without a care in the world and I know he will strive to play up to that pose.

TELEPHONES, BELL
PORT KENNEDY 2
DO 71

BETZWOOD FILM COMPANY

STUDIOS-FACTORIES-PRINTING PLANT

Shipping Address—BETZWOOD, Montgomery Co., PA., U. S. A.

P. O. ADDRESS
PORT KENNEDY, PA.

PHILADELPHIA OFFICE
Empire Building

February 17th 1919

Mr. D.W. Griffith,

#3

So, because I know that from every angle he is able to offer a sounder business proposition than any competitor can present, I am performing a not pleasing duty in acquainting you with a situation which I would reveal under no other circumstances.

From a business viewpoint the world's finest printing would be done for the Big Four exclusively in the world's largest and best equipped plant and under the inspection of their own appointed superintendent to check up on quality, shipments, etc.

From a sentimental viewpoint it would mean a helping hand from the Big Four extended to a pioneer of their industry whose hand was never withheld when a friend could be served.

With kindest regards,

Sincerely,

Ira M. Lowry

KS/IML

P.S.
I feel that I should shed a little light on a matter which might not otherwise dovetail with that I have said about Mr. Lubin's circumstances. He will naturally mention our concern's offer regarding credits. This means, that if Mr. Lubin secures the contracts, our principals are entirely willing to extend the credits. And, ofcourse, to guarantee to Mr. Lubin his commissions on the work.

I M L

Miss Warner
File with letter from
Mr Lechins Son-in-law
E.C.B.

Your interest in quality printing may tempt you to run over this synopsis of some of the items in the exclusive process which makes Betzwood Film printing the best in the world.

Regarding the matter of mere size, which, of course, has nothing to do with quality, but is a highly important essential in delivery, the plant is the largest in the world. It has an easy capacity of two million feet a week.

It employs a straight line factory process which means considerable less actual handling of prints than in any other plant. At least seventy-five per cent. of the process is accomplished by machinery.

The machinery is all under Lubin patents and is used exclusively in this plant. Making no attempt to enumerate the special results achieved by the exclusive machines. Let me mention that wastage is reduced to a minimum. Andthat correct exposure for each and every negative strip, irrespective of their density is automatically insured. Briefly, and you will instantly perceive the force of this point, the process is absolutely fool proof.

#2

You will be interested in the subject of perforation. If you could see our patented perforators they would speak for themselves and to you the phrase "absolutely non-static and non-scratch" would mean a lot. These machines represent the last word in accuracy. A variation of one thousandth of an inch will automatically stop them. We feature the slowness of our perforating. Not more than 800 feet in an hour at the minimum for each machine.

All prints cleaned and polished by a patent machine process in exclusive use here. A small detail, perhaps, but in striving for perfection it is the little things that count.

Our positive patches are also made by patented machinery. This ensures a perfect patch that will show no dividing line. And it will stay patched. The clumsy patch is a prevalent cause of fires in projection booths.

We need to emphasize to you the importance of air conditions. Betzwood is in the open country with no surrounding factories. Furthermore, the buildings are hermetically sealed against the entrance of any air except that which is furnished from air chambers in which every cubic inch of air is washed successively through chemically pure artesan water. You will appreciate the meaning of absolutely dust proof.

#3

Each and every room in all buildings is air conditioned, the different temperatures required in various processes being automatically maintained by thermostatic control.

All water supply proceeds from our own artesian wells. Purity revealed by analysis. Freed from all sand or gravel. A temperature never varying the year round from fifty degrees.

All developing and toning tanks are maintained at required temperature by automatic thermostatic control.

Every inch of film receives expert inspection before shipment. It is the assumption that this is done in the average plant. Generally it is nothing more than an assumption. In our case, complete inspection is made possible only by our exclusive system of specially devised projection. In the average plant the matter of time required for the operation makes thorough inspection under ordinary conditions a physical impossibility.

We provide a unique system of fire proof vault storage with a capacity of a million feet of negative. Each individual vault is a separate and isolated building constructed under direct supervision of the underwriters' association.

#4

All buildings equipped with latest automatic sprinkling system, assuring lowest rate of insurance on film while in our possession.

Exceptional shipping facilities afforded. Philadelphia and Reading and Pennsylvania railroad stations at our gates. Adams and American express offices on our grounds.

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

TELEPHONE 1317 1318 BROAD

AGENTS IN ALL PARTS OF THE WORLD

CABLE ADDRESS: "MASSECO"
A. B. C.—LIEBER'S—SIMPLEX CODES USED

MASSCÉ & CO.

CUSTOMS, INSURANCE AND FORWARDING AGENTS

JEAN MASSCÉ

BATTERY PARK BUILDING
21-24 STATE STREET
NEW YORK

WILLIAM MASSCÉ

February
Seventeenth
1 9 1 9.

Wark Producing Corporation,
1476 Broadway,
New York City.

ATTENTION-MR. McCARTHY.

Gentlemen:-

We are in receipt of your favor of the 15th instant with three copies of invoice covering shipment of 2 cases to Messrs. Saenz & Mai, Buenos Aires, consisting of three prints of "INTOLERANCE" with Spanish titles.

We are returning same to you, and would ask you to please correct the same so as not to show deposit of $5000. already paid on same, but simply to cover value of the film.

We think you could save your customers in Buenos Aires considerable duty by not invoicing these goods at $27,500. which includes the rights to various territories. If you would follow the same procedure as that of various of our other clients who ship to this same concern, you would only bill your film at a nominal charge of say 4½¢ a foot. Of course, when you put your documents through the bank, you may collect your invoice in full, but we are afraid if you show this full amount on your invoice to Argentina, and have same consulated, that there will be a considerable amount of duty charged, which is unncessary to pay.

We would suggest that you first take the question up with the bank through whom you intend to negotiate these documents explaining the reason for making your invoices to Buenos Aires for a smaller amount. We are quite sure that this matter could be satisfactorily arranged.

27.500
3.000
24.500
5.000
19.

Yours truly,

MASSCÉ & CO.

Per

WM/MJP
Encs.

Los Angeles, California.
February, Seventeenth,
Nineteen Nineteen.

United Artists' Distributing Corporation,
Los Angeles, California.

Gentlemen:

Referring to my letter to you dated the 12th instant, in order to show my faith in my ability to distribute your pictures at a minimum of $600,000, I suggest the following modification of the proposition as outlined in my former letter, namely:-

COMMISSIONS: The company will agree to pay to me a commission, computed upon the gross receipts realized from the distribution of each picture, at the following rates:

1. At the rate of .75% upon such receipts for each picture up to and not exceeding the sum of $300,000.

2. At the rate of 1.8% upon the amount by which such receipts for each picture exceed the sum of $300,000 and do not exceed the sum of $400,000.

3. At the rate of 2% upon the amount by which such receipts for each picture exceed the sum of $400,000 and do not exceed the sum of $500,000.

4. At the rate of 5.95% upon the amount by which such receipts for each picture exceed the sum of $500,000 and do not exceed the sum of $600,000.

5. At the rate of 2% upon the amount by which such receipts for each picture exceed the sum of $600,000.

SALARY: The company will agree to pay me, weekly, a salary of $500. Said salary, however, shall not be in addition to the commissions provided for in the foregoing paragraph, but on the contrary, shall be deducted from the aggregate commissions found to be due me at each settlement date.

Respectfully submitted,

Oliam Abrams

February 18, 1919.

Mr. Benjamin F. Howells,
729 Seventh Ave.,
New York, N. Y.

Dear Sir:

Mr. Griffith has handed to me for attention your letter of the 6th inst. In reply thereto I beg to advise that if Mr. Allen has any concrete information that a print of "Intolerance" has been shipped to China by anyone other than the purchasers of the territorial rights for the aforesaid territory, he should lay said information before the District Attorney, New York County, forthwith for her attention

I also beg to advise that Mr. Allen has written to and conversed with me over the telephone regarding the duping of certain prints of "Intolerance" but the only information which Mr. Allen was willing to give was that he knew such dupes had been made but would not name the parties who were guilty thereof for the reason, as he stated, that it would hurt his business, unless he (Mr. Allen) could purchase the rights of "Intolerance" for South America at a figure which he, Mr. Allen, would deem fair under the circumstances.

In this connection I beg to advise that if you or Mr. Allen have any knowledge of the wildcatting or duping of any prints of "Intolerance"m it is your duty to proceed at once to the District Attorney's office, New York County, and lay the facts before him.

I also beg to advise that I will return to New York the latter part of next week and will be glad to receive your cooperation in this matter.

If any prints of "Intolerance" have been wildcatted in New York, the parties who have done so are dealing with stolen property and are subject to the criminal laws. And if, perchance, any of such stolen property should be shipped to China or to any other territory in which you might be interested, you have, under your contract, the right to seize the same, but the Wark Company, the owner of the production, is in no way liable to you for damages caused by a thief.

Very truly yours,

AHTB/W

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1919 FEB 21 AM 3 35

A 48SF SHEET 2/100

OR EXHIBITION OF ANY PICTURE WHICH TENDS TO REFLECT UPON ANY RACE OR STIR UP RACE PREJUDICES OR IS CONTRARY TO GOOD ORDER ANDTHE PUBLIC WELFARE OR TENDS TO DISTURB THE PEACE ANOTHER BILL PREVENTS THE SALE OF TICKETS WHERE THERE ARE NO SEATS THEN AVAILABLE AND IS ASSEMBLY BILL NUMBER THREE TWENTY THREE THERE IS ALSO DANGER FROM THE SUNDAY CLOSING BILL ASSEMBLY BILL NUMBER ONE FORTY TWO AS WELL AS OTHER MEASURES OUR ORGANIZATION SEES THE NECESSITY OF SPARING NO EFFORTS IN AN ENDEAVOR TO DEFEAT THESE MEASURES WE WISH TO KNOW IF WE CANCOUNT ON

Ryan 17 - 72

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1919 FEB 21 AM 3 35

A148SF 207 NL 3 EX 1/70

SANFRANCISCO CALIF FEB 20

I W GRIFFITH 310

HOLLYWOOD CALIF

I AM ADDRESSING YOU IN THE CAPACITY OF ATTORNEY AND SECRETARY OF THE UNITED MOTION PICTURE INDUSTRY OF NORTHERN CALIFORNIA I DO NOT KNOW WHETHER OR NOT YOU ARE AWARE THAT THERE ARE PENDING BEFORE THE LEGISLATURE AT SACRAMENTO MEASURES VITALLY AFFECTING BOTH THE MOTION PICTURE PRODUCERS AND EXHIBITORS ONE BILL WHICH WE MAY TERM THE CENSORSHIP BILL AND WHICH IS ASSEMBLY BILL NUMBER SEVEN THIRTY THREE PREVENTS THE PRODUCTION

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1919 FEB 21 AM 3 35

#48 SF SHEET 3/37

YOUR ACTIVE SUPPORT I PERSONALLY WILL BE IN SACRAMENTO SUNDAY AND MONDAY AND CAN BE REACHED AT THE HOTEL SACRAMENTO THE LEGISLATURE RECONVENES ON MONDAY WE WILL BE GLAD TO RECEIVE YOUR ACTIVE COOPERATION

N A EISNER

MILLS BLDG SANFRANCISCO.

Copy

New York, N. Y.
Febr. 20th, 1919.

Mr John Fairbanks,
6284 Selma Ave.
Hollywood, Calif.

My dear John:-

Enclosed are reports from Bradstreet's from Dunn and from Jordan Reporting Co. concerning subject about whom you telegraphed me.

I have talked to several people who are in positions to know how subject is regarded in business, and I have been reliably informed that he negotiated loan of $10,000 to finance his trip to Los Angeles, and that he is practically without means at the present time.

During the past two years, he and Mr. Shulsberg have gone through the country in the interest of the Famous Players - Lasky Corporation, to sell franchise or contract with theatres for the Famous-Players - Lasky Corporation to take all of their supply of pictures from that corporation, and that there was practically no position for them in the organization which would warrant the payment of the salaries they have been receiving.

My information is that his tendency is towards promoting rather than close application to the business he has in hand, in the way of working that business up. It seems to me that we want to get away from the promotion idea entirely.

JF

There is no doubt that his intimate knowledge of the owners of the motion picture theatres and methods of doing business in various localities, and of various combinations in business, are of great value, but this information can be used to the detriment of the corporation as well as its benefit.

Already there is a rumor afloat that the next move in the picture business will be an effort to associate the Famous Players, First National, Goldwyn and other important exchanges, and the United Artists' Corporation. I don't believe you should make any arrangement upon a percentage basis unless that percentage starts from a very substantial gross.

A man who received $35,000. a year and is without a position, has no right to expect two percent upon what four of the best established artists' pictures will earn or anything near that amount, and you haven't got to make that kind of a contract to get a desirable person.

Yours sincerely,

Dennis F. O'Brien

DF/O'B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

February 20, 1919

Applicant was formerally associated with a Mr. Gordon in Boston, controlling a chain of theatres in New England. Became interested in the motion picture game, and was President of the Paramount Film Corporation, a releasing Company, for the Famous Players-Lasky Corporation, and waswith them for five years. His salary there was about $1,000.00 per week, and he is said to be of the class who live up to or beyond his income at all times. He is a high liver, a gambler, a card player, and also plays the races considerably. He is not known to have any definite large means of his own, but is of the promoting type, capable organizer, and always willing to start enterprises with solicited capital. We do not learn the exact reason for severing his connection with the Paramount Company, but are given to understand that he played himself out. At the present time he is in Los Angeles (Mr. Shulberg) floating a new proposition. We learn that he has applied for space in the Astor Trust Building, at 501 Fifth Avenue, but could learn noe of the details. It is thought that he is not capable of producing large moneys on his own note. He is a shrewd operator, and a high finance man.

He is married, and against his personal habits or moral nothing detrimental is known, but he is of the high living, tempermental type. He has several irons in the fire at all times.

JORDAN REPORTING CO.

JFE.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

W. G. McADOO
NEW YORK

Santa Barbara, Cal.,
February 20, 1919.

Dear Mr. Griffith:

I enclose copy of some interesting suggestions made by Mr. Klein on behalf of Mr. Shubert to Mr. Price with respect to the business and policies of the United Artists Corporation. I should like to discuss these with you at our next meeting, which I hope may be held within the next few days.

I also enclose copy of a recent letter from Mr. Frank R. Wilson, who is Director of Publicity of the Liberty Loan campaigns, having succeeded Mr. Price when I took Mr. Price with me in the Railroad Administration. The letter is very interesting as giving the outside point of view of a very intelligent man who has had large experience with the public.

I have sent a similar letter to this to each of the four Artists.

With kind regards, I am

Cordially yours,

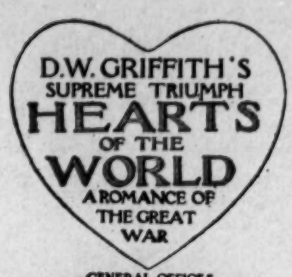
WGMcAdoo

David W. Griffith, Esq.,
Los Angeles, Cal.

ALBERT E. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE



GENERAL OFFICES
220 LONGACRE BUILDING,
NEW YORK.

February 20th 1919

D.W.Griffith Esq.
LOS ANGELES. CAL.

Dear Mr. Griffith,

I enclose herewith Statement showing week's business and profit of $11,392.84.

With kind regards

Yours very truly,

A. L. Grey
per NO

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

February 15th, 1919.

Town	State	Co.	Days	Shows	Gross Receipts	Net Profits	Percent of Net Profits on Gross Receipts
Lima	O	A	7	14	5938.25	1793.87	
Altoona	Pa	B	3	6	1234.25	77.87	
Lewistown	"	"	3	5	1269.75	83.03	
Norton	Va	C	2	3	564.61	80.99	
Dante	"	"	1	1	403.50	183.08	
Tazewell	"	"	1	2	399.25	70.56	
Princeton	W.Va.	"	2	3	746.50	212.85	
Princeton	Ill	D	2	3	1821.50	899.66	
Kewanee	"	"	2	3	941.00	195.28	
Macomb	"	"	2	3	819.50	98.08	
Wellsboro	Pa	E	2	3	1234.65	437.93	
Corning	N.Y.	"	2	3	785.75	39.53	
Elmira	"	"	2	3	785.75	39.53	
Norfolk	Va	F	6	11	7401.00	2707.63	
Penn Yan	N.Y.	G	2	3	761.00	83.50	
Bath	"	"	1	2	474.50	47.70	
Warsaw	"	"	1	1	515.75	227.73	
Batavia	"	"	2	3	1025.50	291.88	
Passaic	N.J.	H	3	6	1883.75	666.37	
New Brighton	N.Y.	"	2	4	731.25	139.85	
Closter	N.J.	"	1	2	379.25	79.47	
Logan	O	J	2	4	512.25	73.69	
Circleville	"	"	2	4	973.50	453.54	
Lancaster	"	"	2	4	879.65	387.85	
Donora	Pa	K	2	4	486.75	49.00	
Carnegie	"	"	2	4	482.50	46.01	
Charleson	"	"	2	4	945.00	369.76	
Geneva	Ill.	L	1	2	251.50	40.55	
Morrison	"	"	1	2	338.50	105.82	
Dixon	"	"	2	4	1198.55	482.91	
Sterling	"	"	2	4	724.00	174.46	
Baltimore	Md.	Spec	6	11	5599.00	752.86	
TOTAL FOR THE WEEK				131	42507.46	11392.84	27.04%
TOTAL TO LAST WEEK					1.586356.01	294937.46	18.60%
TOTAL TO DATE					1.628863.47	306330.30	18.80%

FRANK E. WOODS

Lasky Studio,
Los Angeles, Cal.,
February twenty-first,
Nineteen nineteen.

Mr. Jack Lloyd,
D. W.Griffith Studios,
Los Angeles, Cal.

Dear Mr. Lloyd:

As the next step in perfecting the organization of the Motion Picture Fund of America, I am about to send out letters of the form inclosed. It will be of great assistance to us in this work if you will mail us a list of the members of the motion picture professions in your studio to whom, in your judgment, these letters should properly be sent.

Thanking you,

Very truly yours,

Frank E. Woods

I am inclosing announcement which is being given wide circulation in the motion picture professions and which I trust will appeal to you as a highly desirable and worthy project.

A constitution, by-laws, and charter are now being drafted in consultation with attorneys and will soon be ready to submit to a meeting of founders and charter members for adoption and election of officers, notice of which will be given in due time.

I take pleasure in extending to you an invitation to become one of the founders or charter members.

The constitution to be submitted will provide for the following classes of members: founders, the fee for which will be five hundred dollars, carrying with it a life membership; charter and life members, the fee for which will be one hundred dollars; annual membership dues of two dollars for active members, and honorary members with annual dues of five dollars.

The first meeting of founders and charter members as provided in the proposed constitution will elect a board of seven directors or trustees who will be the custodians of the fund and who will serve for terms of three years each, excepting those elected at the first election who will serve: three for three years, two for two years and two for one year, so that the terms of at least two directors will expire annually.

Trusting that I may have your acceptance, either as a founder or a charter member, and inviting your sympathy and co-operation in the new movement,

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. 8

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

55GS L 37 NL 1150P

GS LOSANGELES CAL FEB 23

783

DELIVERED FROM 20 BROAD ST., N.Y.

A T BANZHAF

2 RECTOR ST NEWYORK

DO YOU THINK RUNS OF HAPPY VALLEY AND GREATEST THING IN LIFE WOULD BE STIMULATED BY TRADE PAPER ADVERTISING STOP HOW MANY WEEKS ARE THEY STILL GOOD FOR AND WHAT DO YOU THINK ABOUT IT STOP REGARDS

D W GRIFFITH

Form 1228

Charge to the account of Albert H. T. Banshaf, 2 Rector Street, $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

By Phone

DAVID W. GRIFFITH,
Hotel Alexandria, Los Angeles, Calif.

DELAYED ANSWER TO ADVERTISING UNTIL AFTER CONSULTATION FLYNN GRAY AND TODAY OBRYAN (O'Brien) FIRST TWO HAVE WIRED THEIR OPINIONS OBRYANS OPINION PRACTICALLY SAME AS FLYNNS HE STATES THAT THEY BUILT UP FAIRBANKS DEMAND BY WRITING EXHIBITORS PERSONALLY THEREFORE WOULD SUGGEST THIS LATTER METHOD ON BOOSTING PICTURES ALREADY RELEASED ~~AND SPEND~~ ADDITIONAL MONEY FOR ADVERTISING ~~IN TRADE PAPERS AND~~ MOSTLY NEWSPAPERS ~~ON THOSE YET TO COME~~ OBRYAN HAS NOT MUCH FAITH IN TRADE PAPER ADS ~~XXXX~~ THIS SEEMS TO BE BORN OUT BY LACK OF SUCH ADVERTISING BY FAIRBANKS PICKFORD STOP HAVE BIG FOUR GO SLOW REGARDS RETAINING GENERAL MANAGER ABRAHAMS EVIDENTLY NOT QUALIFIED

REGARDS BANZHAF

The Arlington Hotel,

Hot Springs, Ark., Feb. 23, 1919.

My dear Griffth:--

Your telegram of the 19th was mailed to my vacation quarters, and I want to thank you for the generous check sent to Billy Pinkerton for Lou Housemann's testimonial, which, thanks to such upstanding thoroughbreds as yourself, was a dignified and substantial success.

Hot Springs is not California by a danged sight, but the best I could do for a quick sleeper jump. I am enjoying the first loaf in several years as thoroughly as if I deserved it, and I'll tell you that this is the only letter I'll write till the whistle blows me back to work!

If ever I may be of personal service to you, give me a wire at the Virginia Hotel, Chicago. I am smoking with relish the now matured pipe with which you saved my life and habits last year in Los Angeles. But I don't need that to be reminded what a fine friend you are.

Yours sincerely,

Albert Strauss

February 24, 1919.

Kismet Temple,
92 Herkimer Street,
Brooklyn, N. Y.

Gentlemen:

I am enclosing herewith my personal check for $10.00 in payment of your bill against Mr. D. W. Griffith - your Roster No. 4336.

Kindly send receipt for same, and oblige,

Yours very truly,

ECB:LW. Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Kismet Temple A. A. O. N. M. S.

92 HERKIMER STREET

BROOKLYN, N. Y.

Nobles:

The following circular letter, sent from the office of the Imperial Potentate under date of August 29th, 1918, is self-explanatory:

To the Representatives to the Imperial Council, Potentates of Subordinate Temples and Nobility of the Order:

Upon the question of war taxes on fees and dues of the Mystic Shrine, officially referred to me by the Imperial Council on June 6, last (page 130 Proceedings), a hearing was granted by the Commissioner of Internal Revenue, and on June 10, 1918, Past Imperial Potentate, William B. Melish, acting as my special deputy, presented the subject and filed a concise and able brief. Recently the Commissioner sustained his former ruling, which requires the payment of ten per cent. tax upon initiation fees and dues (where dues are in excess of $12.00 per year). As no Temple pays dues to the extent of $12.00, the question of taxes on dues may be eliminated. With the exception that the departments construe that a tax should be paid on the initiation fee of the candidate to which should be added a like per cent. on the first year's dues of such candidate. The tax upon initiation fee is applicable from November 1, 1917. The first return should be made as of December 31, 1917, and thereafter returns to the local Internal Revenue collectors should be made monthly until the law is amended or repealed. The law states "such taxes to be paid by the person paying such dues or fees," which means that Temples should collect from the applicant or candidate for the Order the regular initiation fee prescribed by the Temple By-Laws and in addition thereto ten per cent. of such initiation fees as a war tax, which amount is to be reported and paid to the Internal Revenue collector in the districts in which the temples are respectively located. It is not feasible to collect these taxes from candidates heretofore initiated, and as Temples have control over their own revenues, it would be proper to pay the taxes on initiation fees within the period mentioned out of the treasuries of the Temples.

In sustaining his former ruling, the Commissioner states: "In view of the lack of certainty resulting from the language of Section 701, as now existing, suggestions have been made to Congress regarding amendments, which, it is hoped, will place all organizations on an equal and readily understood basis."

It is understood that because of the delay of the decision, that Temples will not be subjected to penalty provided payments are made within thirty days of receipt of this circular. The Potentate of each Temple must take action in this matter at once by consulting the Internal Revenue collector for the district in which the Temple is located and see that the amount due to the United States is paid.

It is ordered that this circular letter be read at the head of each Temple at the first session after its receipt.

Given under my hand and the seal of the Imperial Council this 26th day of August, 1918; and of the order the 19th day, Duh'l Kaada. 1336.

Yours in the Faith,

E. J. JACOBY,

Imperial Potentate.

ATTEST:

B. W. ROWELL,

Imperial Recorder.

You are, therefore, notified that all candidates presenting themselves for initiation on and after our October session will be required to pay an additional amount of $8.00, being $7.50 on the initiation fee and 50c on the first year's dues, and in the case of candidates in the Military or Naval service, an additional amount of $3.00, and those who have candidates to propose will take due notice thereof and see that the prospective candidates are informed of the necessity of paying this war tax.

At the Imperial Council session held on June 6, last, Article

6, Section 2, of the By-Laws of the Imperial Council, was amended to read as follows:

> "In each Temple of the Order, the annual dues shall not be less than Five Dollars ($5.00), to be paid *in advance* alike by all members of the Temple, except Life Members."

The dues in Kismet Temple have not been payable in advance, but this amendment to the By-Laws makes it mandatory that they be so paid hereafter, and the bills rendered to the members cover the years 1918-1919, and all candidates will be required to pay dues in advance at the time they present their petitions.

You will find enclosed a postal card asking for information as to your prerequisite memberships and as it is necessary that these records be completed at once, I would earnestly request that you do not lay it aside, but fill it out immediately on its receipt and mail it.

I am mailing the bills earlier this year than is customary in order to get this circular before you and also to save two sets of postage.

Yours in the Faith,

JOHN A. MORISON,

Recorder.

THIS SIDE OF CARD IS FOR ADDRESS

JOHN A. MORISON, Recorder

92 HERKIMER STREET

BROOKLYN, N. Y.

September, 1918

Kismet Temple A. A. O. N. M. S.
Brooklyn, N. Y.

I am a member in good standing of

_____ *Lodge F. & A. M. No* _____ *at* _____

_____ *Chapter R. A. M. No* _____ *at* _____

_____ *Commandery K. T. No.* _____ *at* _____

_____ *Consistory S. P. R. S. at* _____

Yours in the Faith

Roster No. 4236

_____

4036

KISMET TEMPLE A. A. O. N. M. S.
92 HERKIMER STREET

Brooklyn, N. Y., November 1, 1918

Noble David M. Griffith

To **Kismet Temple,** *Dr.*

Dues to December 31, 1918	$ 5.00
" " " " *1919*	$ 5.00
Arrears	$ ——
Total	$ 10.00

DRAW CHECKS TO ORDER OF KISMET TEMPLE AND MAIL TO
92 HERKIMER STREET, BROOKLYN.

Article X. Section 2, of the By-Laws of the Imperial Council now provides that the dues in all Temples shall be *Payable in Advance.*

(OVER)

EXTRACT FROM THE BY-LAWS:

SECTION 36. No member of this or a sister Temple shall be admitted to a session of this Temple except in addition to the other prerequisites he produces his card showing that he is in good and regular standing for the current year.

(OVER)

Los Angeles, California
February 25, 1919.

Mrs. Frank A. Vanderlip,
Beechwood,
Scarborough-On-Hudson,
New York.

Dear Mrs. Vanderlip:

Mr. Griffith has asked me to write and apologize for the long delay in answering your note to him of January 29th.

Mr. Griffith expects to be in New York in about eight weeks and at that time will be very glad to see Miss Alice Owens, whom you speak of so highly.

Thanking you for your kindly interest in Mr. Griffith's work,

Sincerely yours,

Secretary to Mr. Griffith

February 25, 1919.

Mr. Tom Moore,
Washington D. C.

Dear Mr. Moore:

Mr. Griffith is vitally interested in correcting such conditions as exist in Washington regarding the exhibition of his productions. Because of such circumstances, a new organization has been created to distribute the films of Mr. Griffith and his allies in forthcoming months.

You may be assured that a release from present contracts will work to the mutual advantage of producer and exhibitor, and Mr. Griffith is hepeful that you and he will become associated in future distribution of his films in Washington.

It would be very kind of you to forward the photographs of your new theatre.

Thanking you for your kindness in writing Mr. Griffith and assuring you of his desire to co-operate with you, I am

Very truly yours,

Private Secretary to Mr. Griffith

Marshall A. Neilan.
Lambs Club - New York.

Feb.
25th
1919

Mr. D. W. Griffith
Sunset Studios
Los Angeles, Calif.

Dear Mr. Griffith:

Mr. Louis B. Mayer, of Boston, with whom I am interested in producing a picture for the First National, is very anxious, if possible, to secure the services of Mr. Fawcett for three or four weeks.

I understand that you are not using him in your next personal production, or in the picture being made by Miss Gish; consequently I thought that you might consent to his playing the part I have for him.

It is a very wonderful part which would increase Mr. Fawcett's popularity as, had it been written around his unique personality, it could not have been suited better. In fact, I know of no one in the East or West that I can secure other than him.

Would you be so kind as to let me know at an early date whether his services will be available.

Thanking you for many past favors,

Yours truly

M. Neilan.

MN:L

Los Angeles, Calif.

Feb.26,1919

Mr. Marshall Neilan,
Hollywood, Calif.

Dear Mr. Neilan:

I am sorry to have to tell you the same thing I did the National Exhibitors themselves -- I must refuse to allow my stock people to appear in any other pictures.

As you naturally must know, if they are of any value at all I want to get all the drawing power out of them possible in my own pictures. God knows they need it badly enough!

Let you young, peppy birds go out and train the other fellows and don't try to rob the nest of the poor old hens and roosters staggering sadly towards the grave.

Otherwise, am as ever,

Yours sincerely,

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT DELIVERED FROM 20 BROAD ST., N.Y. 2 RECTOR

TELEGRAM

DELIVERY NO. CB

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

1661

Big 4

B19GS XH 52 N L

HY LOSANGELES CALIF FEB 26 19 610AM

A H T BANZHAF

2 RECTOR ST NEWYORK.

KINDLY EXPLAIN NIGHT MESSAGE DETAIL OF LETTER WRITING TO EXHIBITORS STOP WISH YOU WOULD HAVE A CONFIDENTIAL CONVERSATION WITH FLINN AS TO SALARY AND WHAT CHANCE OF GETTING HIM THINK HIS EXPERIENCE MIGHT MAKE HIM VALUABLE AS GENERAL MANAGER AT LEAST A HINT OF THIS KIND WILL KEEP HIM WORKING FOR US

D W GRIFFITH.

February 26, 1919.

Mr. Felix Violi,
4th Floor Higgins Bldg.,
Los Angeles, Cal.

Dear Mr. Violi:

This will be your authority to print and deliver to us blue print copies of musical score for "THE GIRL WHO STAYED AT HOME" - as listed below.

You will notice that as in previous orders there are two sets - one for a large orchestra and one for a small orchestra. There will be 20 copies of the large orchestration to be assembled and 60 copies of the small one.

These sets should be assembled as follows:

Parts	20 Large	60 Small	Total Books
Piano	2	1	100
First Violin	2	1	100
Second Violin	1		20
Viola	1		20
Cello	1	1	80
Bass	1	1	80
Flute	1	1	80
Obo	1		20
Clairnet	1	1	80
Horns	1		20
Cornets	1	1	80
Trombone	1	1	80
Drums	2	1	-100
Total ----------	16	9	860

Yours very truly,

D. W. GRIFFITH STUDIO.

ECB:LW. By Manager.

THE ARLINGTON
HOT SPRINGS, ARK.

JOE W. CORRINGTON
W. E. CHESTER } MGRS.

Feb. 24, 1919.

My dear Griffith:

I am forwarding to Mr. A. Pike for your check for $100 to the Houseman testimonial, and thanking you again for your generous tribute to a friend.

Sincerely yours

Adlai Stevenson

Victoria Theatre

BELL PHONE

Wilmington, Delaware, 26th., February, 1919.

CURRENT BOOKINGS

Week February Third
"BORDER LEGION"
BLANCHE BATES and HOBART BOSWORTH

Week February Tenth
"EYE FOR EYE"
NAZIMOVA

Week February Seventeeth
"THE HEART OF HUMANITY"
DOROTHY PHILLIPS

Week February Twenty-Fourth
"MICKEY"
MABEL NORMAND

Mr.J.J.McCarthy,
Longacre Building,
New York City.

Dear Mr.McCarthy:-

Handling the press matter for the VICTORIA, Wilmington, for a few days, which included the advertising of MICKEY, I want to take the liberty of calling your attention to certain facts:

Benj.J.Schwartz runs the Victoria, and no other theatre.

The Majestic, Queen, Playhouse and Lyric are all in control of one party.

Paramount-Artcraft saw too it that Griffith's productions, and their full program went to the four theatres; and Mr.Schwartz for eighteen months has been open market,-playing only what has proven worth.

If he drops from that policy, then the one party controlling four theatres will have the producer at his mercy. It is his boast that he has taken One Thousand Dollars a day for a picture that cost him but $5. a day.

Is not this situation one that "The Big Four" might like to have called to their attention; and, if invited to exhibit their showings a greater return and reward will be the producers if they deal with the Victoria, than if they blindly pursue the Artcraft-Paramount method, it seems to this poor mortal.

Yours for what it is worth,

HOLMES JONES

THE REAL HOME OF PHOTO-PLAYS

Form 1228

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

-2-

TO BE RELEASED AND MAY TAKE SAME FREE FROM ANY OBLIGATION TO TAKE ANY OTHER PROGRAM PICTURE IRRESPECTIVE BY WHOM MADE OR RELEASED AND THAT IF THEY HAVE BEEN REFUSED YOUR PICTURES AT ANY TIME FOR SUCH REASONS THEY SHOULD ADVISE YOU THEREOF SO THAT YOU MAY AT ONCE RECTIFY THE SITUATION AND THAT YOU ARE ATTEMPTING TO PLEASE THE PUBLIC AND THEREBY PLEASE THE EXHIBITORS ALL OF WHICH I KNOW YOU HAVE ALREADY HAD IN MIND BUT IS JUST AGAIN SUGGESTED AS A GENTLE REMINDER AND NO DOUBT WOULD BE MORE EFFECTIVE THAN TRADE PAPER ADVERTISEMENT YOU REMEMBER YOU DID SOMETHING LIKE THIS IN THE DAYS OF THE FINE ARTS

BANZHAF

Form 1228

Charge to the account of ALBERT H.T.BANZHAF $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
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Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 27th 1919

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

SAW FLYNN YESTERDAY WITH GREY ON PUBLICITY CAMPAIGN ALSO HAD LONG TALK REGARDING MATTER YOU WIRED HE NOW RECEIVES TWO HUNDRED PER WEEK WITH FIVE THOUSAND YEAR BONUS IF HE REMAINS FOR FIVE YEARS TEN OF WHICH HE HAS ALREADY EARNED BUT WILL FORFEIT IF HE LEAVES HE IS VERY ENTHUSIASTIC ABOUT PROPOSITION STOP HE EXPECTS TO VISIT COAST AND ON MY SUGGESTION WE MAY TAKE OUR WIVES ON A JOINT TRIP WHICH HE IS ANXIOUS TO DO I BELIEVE HIM TO BE VERY VALUABLE AS HE KNOWS THE WHOLE GAME THOROUGHLY AND HAS SET THE PACE FOR PARAMOUNTS ENTIRE ORGANIZATION STOP REGARDING LETTER TO EXHIBITORS WOULD SUGGEST ONE EMANATING FROM YOUR OFFICE CALLING THE ATTENTION TO THE EXHIBITORS THAT IF THEY HAVE NOT ALREADY TAKEN OR SIGNED FOR YOUR PICTURES THAT YOU WOULD BE PERSONALLY GRATIFIED BY HAVING THEIR COOPERATION BY TAKING AT LEAST ONE OF THE SERIES

AS YOU ARE ANXIOUS TO DETERMINE WHETHER THE EXHIBITORS WOULD RATHER have YOUR PROGRAM PICTURES THAN YOUR TWELVE REEL PRODUCTIONS ALSO MENTION FACT THAT THEY MAY CONTRACT FOR ONE OR ANY PART OF THE SIX

Form 1228

Charge to the account of AIBERT H. T. BANZHAF $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 27th 1919 Income Tax

E C BIDWELL 4500 SUNSET BOULEVARD

LOS ANGELES CALIFORNIA

HOW SOON WILL ACCOUNTANTS COMPLETE AUDIT FOR TAX PURPOSES STOP

ON COMPLETION PLEASE FORWARD COPY AT ONCE

BANZHAF

WINFIELD SHEEHAN
PRIVATE OFFICE
GENERAL MANAGER
130 W. 46TH STREET
NEW YORK CITY

February 27, 1919.

Mr. D.W. Griffith,
Alexandria Hotel,
Los Angeles, Cal.

Dear Mr. Griffith:

Thanks very much for your telegram advising me of the transfer of $1000. for the Censorship Committee to Mr. Wurtzel.

We will take care of the contribution at this end through the Censorship Committee of the National Association of Motion Picture Industry.

Yours very truly,

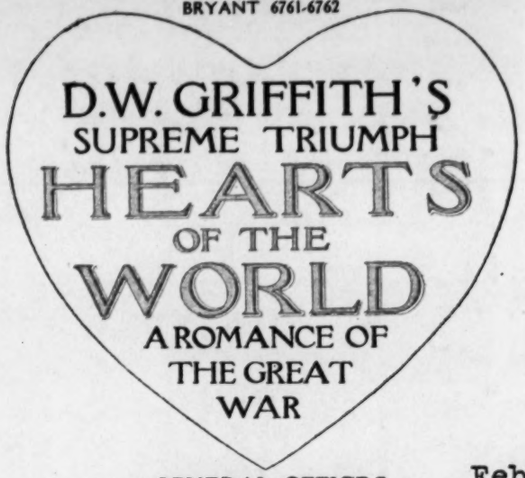
W. R. Sheehan

WRS:BM

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

February 27th 1919

D.W.Griffith Esq.,
Hotel Alexandria
LOS ANGELES.

Dear Mr. Griffith

Enclosed please find Report for week ending February 22nd.-

Your various wires relative to the renting -or rather not renting- of "Hearts" to the Picture Houses received. In as much that you have faith that this Picture will have drawing power next season, I believe the only thing to do is to close up all of our shows on April 1st because by that time we will have covered every town and hamlet that is worth playing and as I mentioned before,this will also include quite a number of return engagements. Of course as you mentioned in some of your wires, it is difficult to judge its drawing power on a return engagement as these return engagements were made entirely too soon. In this, I must agree with you, but at the same time, when you have a small territory and when your original idea is to get all that is in it out, in a given time, there is no other alternative than early return engagements. Had we originally figured that "Hearts" would have drawing power next year, the same as "Birth of a Nation" had, we would have arranged our plans to handle in the same manner. As I mentioned

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

to you before, you must remember that the "Birth" only had twelve companies out the first year in thirtyone States while we have had seven - and as high as fourteen companies- out in eight States. The twelve companies in 31 States would naturally cover nothing but good sized cities leaving for the second year ample virgin territory, besides return engagements of these first class cities. If you really want to try playing "Hearts" next year, I am sure this is the only plan. Of course it may prove a good attraction but every engagement will be a return and in most cases a third return. The lapse of time of course, may have its good effect.

The difficult part will be in getting our bookings.- As it is problematical as to just what booking we will be able to get and I am very sure instead of getting from sixty to eighty per cent, as we have this year, we will probably have to take 50%. This will be a bad thing for the Griffith organisation as it establishes a prededent that has never been done before. This, furthermore, will be the basis of percentage for your next big picture. These big booking organisations are always looking for some mark to shoot at. Up to the present time, we have never gotten less than 60%. Of course you may say that if we cannot get these bookings -or if we do get them and the attraction doesn't turn out to be a drawing or a paying one, we can then rent. That is true, but it would be equally true that we would not be able to get anything like the price that we now can.

One more thing,probably, should be taken into consideration - just exactly what will happen to war pictures after Peace has been declared. It is rumored that the Government will request that all pictures pertaining to the enemy be stopped as of course they will then cease to be aliens.

Yours very truly, Albert W. Grey

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

February 28th, 1919.

Mr. D. W. Griffith,
Hotel Alexandria
Los Angeles, California.

Dear Sir:-

We wish to inform you that we have asked the Famous Players-Lasky Corporation to forward you profit advance check of $30,000.00 to be applied against earnings from "Hearts of the World." After paying you the above $30,000.00 and an equal amount to the Famous Players, there is still an available undistributed cash fund, as of February 22nd, amounting to $47,800.

The total advance to you to date on account of profits from "Hearts of the World" is $147,377.09. In this amount is included the $13,122.72, which Mr. Bidwell ought to have paid you and which represented the difference between the amount of your printing account and the $50,000.00 advance thereon as per my recent letter to you.

Yours very truly,

"HEARTS OF THE WORLD"

Auditor.

E/W

W. A. Pinkerton.
137 South Wells St.
Chicago.

February
28th
1 9 1 9.

Mr. D. W. Griffith,

Los Angeles, Cal.

Dear Mr. Griffith:-

Mr. Ashton Stevens has handed me your letter of February 14th, with enclosure of $100.00 check, which has been credited to the Lou M. Houseman Testimonial fund.

Kindly accept our thanks for your generous contribution and with very kindest personal regards, I am,

Sincerely yours,

W. A. Pinkerton

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

195 BROADWAY, N. Y.

Das

1919 MAR 1 PM 8 29

Q559CH 14 NITE

HOLLY WOOD CALIF 1

A H T BANZHAF 8279

NO 2 RECTOR ST NEWYORK NY

PRICE WATERHOUSE ACCOUNTANTS ADVISE WILL BE ABLE TO SUBMIT FIGURES PROBABLY END NEXT WEEK

E C BIDWELL.

Income Tax
Goffeb

Douglas Fairbanks Pictures Corporation

Hollywood, California

March 1, 1919.

Mr. Dennis F. O'Brien
1482 Broadway
New York City,

Dear Cap:

We have decided to employ Mr. Abrams temporarily as General Manager of the new distributing corporation on the following basis:

He is to get ¾ of one percent on the first $300,000.00 gross rentals, 1½% on all rentals between $300,000.00 and $500,000.00 and 1¾% on all rentals between $500,000.00 and $600,000.00 and 1½% on all rentals in excess of $600,000.00. This will give him $9,000.00 on a picture providing he grosses $600,000.00 an average of 1½%.

It is to be further understood with Mr. Abrams that the total expenses of distribution, including his commission, up-keep of exchanges, advertising and all other expenses pertaining to the distribution end of the game with the exception of salary and expenses of Mr. McAdoo, salary and expenses of the President and Directors of the new Distributing Corporation, is not to exceed 12% of the gross accruing from the rentals of the pictures handled. This arrangement is to be a temporary one and can be cancelled at any time.

Mr. Abrams expects to leave here next Wed-

nesday, March 5th, for New York. In the meantime, we will have him get in touch with Mr. McAdoo and work out the details of the arrangement which as I understand it, will be negotiated in New York by the President and Board of Directors of the United Artists' Distributing Corporation and Mr. Abrams.

It is my understanding that Mr. Abrams is to start immediately selling our next picture for release in September.

With best wishes always,

Sincerely

Jno. Fairbanks
TREASURER

JF:HG

MARY PICKFORD COMPANY

HOLLYWOOD, CALIFORNIA

March first, 1919.

MEMORANDUM FOR THE UNITED ARTISTS' CORPORATION:

Prior to the starting of your organization, Mr. Thompson and I interviewed Mr. Ricord Gradwell, President of the World Film Company, in order to verify figures relative to the cost of the distribution of Mary Pickford pictures. At that time Mr. Gradwell stated that the World Film Company was in a position to handle throughout the United States, two-hundred prints of any five-reel picture for ten-thousand ($10,000) Dollars.

By handling he means that he would attend to all details other than the selling for this sum. The only additional expense possible, would be such office space, furniture and equipment that we might require in each Exchange for selling purposes, such space, etc. to be rented to us without profit to him.

According to a telegram received today by his Los Angeles Exchange, Mr. Gradwell is very anxious to make an appointment with whoever will be the proper official of your organization, so he can go into the matter more thoroughly. He feels that he can help to cut down the cost of distribution greatly and give as efficient service as your organization will require. Mr. Gradwell's proposition establishes the fact that the physical work of distributing pictures can be handled for 2 1/4%.

Very respectfully,

Wellington Wells

Manager
Mary Pickford Productions.

WEW ML

Dwg.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

March 1st 1919.

D.W.G. CORPORATION

-TO-

ALBERT H.T. BANZHAF, DR.

- -

To Professional Services for the month of

February, 1919 - - - - - - - - - - - - - $150.00

Received Payment
MAR 18 19.

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Mar 1 1919

M D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

Plumber

1654 N. Vermont Avenue
Corner Prospect

As per attached Bills			1.30
" " " "			1.50
			$2.80

Statement
Paid

March 2nd 1919.

C O P Y :

Mr. D. Roper,
Washington,
D. C.

Dear Sir:

We enclose herewith copy of our financial statement as of December 31st, 1918.

The profit and loss account really covers a period of three years, during which time we have been working on the production of the negative which was finished and sold in 1918.

No cash was paid in for the capital stock, the work being financed from the proceeds derived from the sale of $70,000.00 of Certificates of Indebtedness which were exclusively purchased by the stockholders.

Please inform us if the profit should be taken up as of 1918 or as for the three year working period mentioned above.

In view of having no paid in capital, will you kindly write us the amount of capital which we should take up as provided for under Section 328 of the war tax law.

There were 375 shares of stock issued of this corporation which were intended to pay for the story of the production which was valued at the neighborhood of $200,000. This particular story was not used in the picture, but another one was substituted, which was then believed to be superior both from a literary as well as commercial point of view.

Kindly address letter to J. C. Epping, 720 Longacre Building, 42nd St., & Broadway.

Very truly yours,

F-FOUR CORPORATION

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

1919 MAR

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

116GS ANH 90 BLUE 16 BROAD ST

HO LOSANGELES CALIF 1207PM MAR 3 1919

H T BANZHOF 2798

2 RECTOR ST NEWYORK NY

UNDERSTAND FROM BIDWELL WE ARE EXPECTED PREPARE TAX RETURN FOR GRIFFITHS STUDIO UNDER REGULATIONS THESE RESULTS MUST BE INCORPORATED IN PERSONAL RETURN AND EXCESS OF GROSS RECEIPTS FROM FINISHED PICTURES OVER COST THEREOF SUBJECT TO FINAL CHECK BUT NO CHANGE ANTICIPATED ONE HUNDRED TWENTY THOUSAND FOUR SIXTY SEVEN DOLLARS SEVENTY NINE CENTS EXCLUDING CHARGE OF TWENTY THOUSAND DRAWN BY GRIFFITH AS SALARY STOP APPARENTLY NO EXTENSION OF TIME TO BE GRANTED INDIVIDUALS AND AS RETURN MUST BE FILED LOSANGELES PLEASE ADVISE BY WIRE WHAT THER ASSISTANCE WE CAN RENDER YOU

PRICE TERHOUSE AND CO 6PM

120,467.79

8935
Payment to
Barry

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Santa Barbara, March 3,1919

MEMORANDUM FOR THE UNITED ARTISTS CORPORATION:

I agree to become the General Manager of the United Artists Corporation on the following terms:

3/4% on all moneys taken in up to $300,000	on each picture
1-1/2% on the next $200,000	
3-3/4% on the next $100,000	
1-1/2% on all moneys taken in over $600,000	

The United Artists Corporation has the right to terminate the arrangement at any time they may choose to do so upon thirty days' previous notice mailed ro delivered to me at the office of the United Artists Corporation in the City of New York.

In the event of such termination, the basis of settlement shall be the percentages above named on all moneys which have actually been received by the Corporation on each picture at the date upon which my employment is to cease under and by virtue of such notice, less any amounts that may have been previously paid to me on account of such percentages.

(signed) Hiram Abrams

Los Angeles,Calif.March 4,1919

We agree that the United Artists Corporation may employ Mr. Abrams upon the basis above outlined but subject to the preparation of an agreement between the said Corporation and Mr. Abrams by Messrs. McAdoo, Cotton and Franklin, its Counsel which agreement shall in form and substance be satisfactory to said Corporation. It may be necessary to incorporate in said agreement features not included in the foregoing basis and these features are left to the determination of said counsel.

(signed) Douglas Fairbanks

D. W. Griffith

Mary Pickford

Charles Chaplin

At a Special meeting of the Board of Directors of the WARK PRODUCING CORPORATION, held at its office #1476 Broadway on the 3rd day of March 1919 at 5 P.M.

P R E S E N T : Messrs. Theodore Mitchell,
E. J. Banzhaf,
Albert H.T. Banzhaf

constituting the majority of the Board of Directors,

-and-
J. C. Epping,

by invitation.

Mr. Banzhaf, the President of the Corporation, presided and called the meeting to order.

Mr. J.C. Epping on consent recorded.

The Chairman then presented a notice of call of special meeting of the board of directors for said meeting and stated that the same had been mailed to all the directors pursuant to the by-laws.

Upon motion duly made, seconded and carried the report of the Chairman was accepted as correct and a copy of said notice was duly ordered on file with the Minutes.

Upon motion duly made, seconded and carried the reading of the Minutes of the last meeting of the Board of Directors was waived.

The Chairman stated that he had received a notice of resignation of Florence Lipnick, under date of February 27th 1919, said resignation to take effect at once.

Upon motion duly made, seconded and carried the resignation of Florence Lipnick was duly accepted and her signed resignation was ordered on file.

The Chairman stated that the election of a director to fill the vacancy caused by the resignation of Florence Lipnick was in order.

Upon motion duly made, seconded and carried Mr. J. C. Epping was duly elected director of the Company to fill the vacancy caused by Miss Lipnick's resignation, for the ensuing year or until his successor is duly chosen and qualified.

The Chairman then stated that Al S. Roth, the Treasurer of the Corporation, had died, and that the election of a Treasurer to fill the vacancy caused by said death was in order, and also advised that an Assistant-Secretary be elected on account of the absence of Mr. Sterret.

Upon motion duly made, seconded and carried J.C.Epping was duly elected Treasurer and Assistant-Secretary of the Corporation for the ensuing year or until his successor is duly chosen and qualified.

It was further moved, seconded and carried that a copy of this resolution be certified to by the Secretary and filed with the bank or banks in which said Corporation has funds on deposit, showing the authorization of J.C.Epping to sign checks on behalf of this Corporation.

The Chairman then presented a report of the sale of State Rights of the domestic and foreign territory made by the Corporation of its photoplay known as "INTOLERANCE", and reported that J.J. McCarthy had been paid a commission of 5% on all foreign sales, which report was duly considered, and

Upon motion duly made, seconded and carried said report was duly ratified, confirmed and approved.

The Chairman then stated that Mr. Griffith had without personal compensation from the Company re-edited and reproduced that part of the photoplay of "Intolerance" known as "BABLYON" and that known as the 'Modern Story' or "THE MOTHER AND THE LAW" in order that said episodes might be released separately and be shown throughout that territory of the Corporation which has not as yet been sold and that arrangements should be made with the State Right purchasers who had already purchased the rights of "Intolerance" for the use of said prints as cut.

The Chairman also stated that plans would have tobe considered for the releasing of said pictures or the sale of the balance of State Rights owned by the Company.

Upon motion duly made, seconded and carried it was

RESOLVED, That the President be and he hereby is

authorized to take such action for the sale of the remaining territorial rights of this Corporation, either of the picture as originally made or in its revised and separate versions; to make any arrangements that may be deemed necessary or advisable for granting rights to the present territorial owners of the photoplay "Intolerance", and to take any and all necessary action for the sale, re-issue or release of said photoplay as may be deemed advisable for the best interests of the Company, and that he and the Assistant-Secretary be and they hereby are authorized to execute and deliver any and all necessary contracts relative thereto.

There being no further business before the board the meeting was adjourned.

NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

- of the -

WARK PRODUCING CORPORATION.

Notice is hereby given that a Special meeting of the Board of Directors of the WARK PRODUCING CORPORATION will be held at its office #1476 Broadway, New York City, on the 3rd day of March 1919 at 5 o'clock P.M. for the following purposes:

FIRST: To fill any vacancies caused by the resignation of any member of the Board.

SECOND: To elect a Treasurer in the place and stead of Al S. Roth, Deceased.

THIRD: To elect an Assistant Secretary.

FOURTH: To consider and pass upon the report of the President of the past sales of State Rights of the photoplay or plays owned by the Company and to consider future plans for the sale of such further and additional State Rights and the policy to pursue regarding the exhibition of said photoplays.

FIFTH: For the transaction of any such other business as may properly come before said meeting.

Dated, New York, February 25th 1919.

ALBERT H.T. BANZHAF,

President.

TO:

C.E. STERRET
THEODORE MITCHELL
F. LIPNICK
E.J. BANZHAF.

CERTIFIED COPY OF RESOLUTIONS

- - - oOo - - -

The following is a true copy of one of the resolutions duly passed at the special meeting of the board of directors of the WARK PRODUCING CORPORATION, held at #1476 Broadway, New York City, on the 3rd day of March 1919, at 5 O'clock P.M., viz:

"Upon motion duly made, seconded and carried J.C. Epping was duly elected Treasurer and Assistant-Secretary of the Corporation for the ensuing year or until his successor is duly chosen and qualified."

"It was further moved, seconded and carried that a copy of this resolution be certified to by the Secretary and filed with the bank or banks in which said Corporation has funds on deposit, showing the authorization of J.C.Epping to sign checks on behalf of this Corporation."

I, J.C.Epping, the Assistant-Secretary of the WARK PRODUCING CORPORATION, do hereby certify that the foregoing is a true copy of one of the resolutions duly adopted at the meeting of the board of directors above specified.

The following is the signature of Mr. J.C.Epping.

_____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of the WARK PRODUCING CORPORATION, this day of March, 1919.

_____
Assistant-Secretary.

_____
President

New York,

Wark Producing Corporation

Gentlemen:

I hereby resign as director of Wark Producing Corporation, this resignation to take effect upon its delivery to the Board of Directors of said corporation.

Yours truly

G E Sawell

February 27, 1919.

Wark Producing Corporation
1476 Broadway
New York City

Gentlemen:

I hereby resign as a director of your corporation, this resignation to take effect at once.

Yours truly

Steven Lipnick

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

March 4th, 1919.

Mr. D. W. Griffith,
D. W. Griffith Studios,
Hollywood, Cal.

Dear Mr. Griffith:-

Attached is a copy of a letter I have sent to-day to Mr. John Fairbanks.

I suggest that you read this carefully, inasmuch as it deeply affects your interests and power in the future activities of the United Artists Distributing Company.

Sincerely yours,

Joe Williams

Manager
FIRST NATIONAL EXHIBITORS' CIRCUIT.

W-H-oc
Incl.

THE FIRST NATIONAL EXHIBITORS CIRCUIT, INC.

6 & 8 West 48th St., N. Y.

March 4
19 19

Mr. John Fairbanks,
7254 Hollywood Avenue,
Hollywood, California.

Dear Mr. Fairbanks:-

This is the confirmation of the telegram I have just sent to you. On several occasions, while I was in Los Angeles, I endeavored to arrange an appointment with you, but Mr. O'Brien informed me that the time was not then propitious for you to negotiate with anyone for the distribution of your brother's productions.

Only for its value to you in considering the proposal I am about to make in behalf of First National Exhibitors Circuit, I want to tell you that earlier efforts of mine are largely responsible for the two biggest concerns in the motion picture industry today. It was my own suggestion for an efficient coordination of production effort in a highly specialized distributing organization which led to the formation of the Paramount Pictures Corporation. All of the prelimenary negotiations and arrangements were conducted and made under my direction. For reasons that do not require explanation here I ceased my association with the plan just after its formative period. Two years ago the time was again arrived when conditions in the industry recommended another effort on my part to advocate the principles of production, distribution and exhibition which had been grossly perverted on a previous occasion. First National Exhibitors Circuit today is evidence of the practicability of the idea I advanced for its formation two years ago.

It is neither ego or any form of personal vanity which prompts me to say to you that neither the Paramount Pictures Corporation or First National Exhibitors Circuit would be in existence today were it not for my efforts to convert ideas and visions of possibilities into tangible, concrete form. I make this statement only in the hope that it will lead you to a very serious consideration of every word that follows.

Many practical plans, seemingly with every recommendation for success, have failed because they were launched at the wrong time. Now is the only propitious time, and not until now, For First National Exhibitors Circuit to offer to distribute the productions of the members of the United Artists' Distributing Company.

The Circuit's exchanges will perform this mechanical function for five percent more than actual cost of the physical work of distribution. The amount of this cost would be arrived at by consultation with our various members and by comparisons with the statistics and current figures of other distributing concerns handling a like number of productions.

First National Exhibitors Circuit will agree, in a contract with the United Artists Distributing Co., to distribute the productions of any other stars who may join that combination under the same terms and conditions by which it would distribute the releases of the present star members.

The contract, in the estimation of the Circuit, should be for a period of five years, subject to a cancellation claus, which would become operative for either party one year from the date that notice of cancellation is given.

As a material convenience in an arrangement of this kind, the Circuit would suggest that the United Artists engage office quarters on the seventh floor of the building in which First National now maintains its general headquarters. A space of one floor will soon be vacant, of which the United Artists could occupy one half, and the Circuit the other half, in addition to its present space on the eighth floor.

The United Artists could have its own officers, appoint its own managers and traveling representatives to handle the distribution of its productions through the First National exchanges.

Every booking contract would have the approval of the United Artists through their joint representatives. Each production of each individual star in the United Artists combination would be marketed on an individual basis, and booked strictly on its own merits.

All contracts made for the future distribution of any of their productions would be made byrepresentatives of the United Artists and First National Exhibitors Circuit.

Foreign rights on the productions of the United Artists would be distributed through First National Exhibitors Circuit at a smaller percentage than that stated for domestic distribution. Such distribution through foreign rights would be subject to the approval of both parties.

By the proposed terms of the contract for domestic distribution First National Exhibitors Circuit would make monetary advances, on account, against the delivery of negatives, issue a weekly statement of the amount of business done on each production, and make weekly payments of money due from bookings.

Officers or representatives of the United Artists would supervise the trade journal advertising of First National in behalf of the stars and their respective productions.

The one year's cancellation clause insures to the United Artists ample and adequate protection against any effort that may be intimated to you that First National might make to gain an advantage. In treating with the Circuit you are not threatened with any of the possibilities for disagreement which have characterized practically every organization in the industry that has a one man control in its executive direction.

The activities of the Circuit are planned, decided and carried out by a Board of Directors composed of seven successful, conscientious and honorable business men and exhibitors, who are elected to their offices on this Board by vote of all members of the Circuit. Mr. Schwalbe, as secretary-treasurer, and myself as manager, and as the executive members of the Board, only represent and put into operation the decisions and directions of our five associates directors.

Mr. Schwalbe and I have thought over for months the statements that I make to you in this letter, and they outline the best proposition that the Circuit feels it can make to the United Artists.

I ask you to consider this proposition as the ultimate reasoning conclusion of experienced, successful men who have attained their position and standing in the industry by thorough study of it as a business, and by the practical application of their beliefs and ideas.

It would be inadvisable and extremely costly for the United Artists to antagonize or attempt to combat the Circuit in any definite issue born of the advice or counsel of men who have neither the experience, influence or intimate knowledge of the industry necessary to satisfy them that it is not a plaything or a means to advance their personal aspirations without regard for their associates.

Some members of the Circuit control absolutely the principal theatres in key cities. For example, Mr. Tally, in Los Angeles, easily could acquire the California Theatre, Grauman's Theatre or the Kinema, all of which are for sale at a reasonable price, and thereby dominate completely the local situation. Theatre conditions are even more completely in control of Circuit members in other key cities.

If impractical advice tendered to you and others interested in the United Artists should bring the unfortunate result of an undesired, unwanted and unnecessary competition it would mean that the United Artists would have but one alternative - the building, at tremendous cost, of theatres in every part of the country to provide a profitable first run outlet for their respective productions.

In the best interests of the trade in general the only sensible way is for the two combinations - the one of stars as producers and the other the leading exhibitors as distributors - to work in harmony, thereby making both concerns stable and definite in form and duration, and so that no one can question either their integrity or standing.

If you are willing to work along these lines with us I will be glad to have our Board of Directors meet representatives of the United Artists in New York or elsewhere, and complete arrangements.

We know that if you decide to form your own releasing organization you will not be successful. Perhaps, if this is done, you may want to seek a proposal from the Circuit after you have released a few productions. I said early in this letter that now was the only propitious time for First National to offer to distribute the releases of the United Artists. The terms and conditions of this offer will be affected by time, and they will not be as advantageous to the United Artists if they are tendered at a future date.

We desire to be fair. We ask no more than we are willing to give. We offer you the market which we control as an organization, and which is sought constantly by all producers and other distributors, and we offer it to you on terms which, in their productive results, will not be approximated by any other arrangement you can make, of any character or description.

I have been extremely frank and open in the forgoing statements, and I am confident that you fully appreciate the importance of this proposal and that you will not divulge any part to any one other than your associates in the United Artists with whom it is necessary for you to discuss the matter.

Sincerely yours,

J. D. WILLIAMS.
Manager

FIRST NATIONAL EXHIBITORS CIRCUIT, INC.

JDW/H.

Los Angeles, California

March 4, 1919.

Feagens and Company,
Fifth Street,
Los Angeles, Calif.

Gentlemen:

Herewith enclosed I am handing you Mr. Griffith's personal check for $4295.00 to cover your bill also enclosed.

Kindly mail receipt for same to Mr. Griffith at the Alexandria Hotel.

Very truly yours,

Secretary to Mr. Griffith

Los Angeles, California

March 4, 1919

The Nettleton Company,
209 West Fifth St.,
Los Angeles, Calif.

Gentlemen:

Herewith enclosed Mr. Griffith's personal check to cover your bill also enclosed.

Kindly mail receipt to Mr. Griffith at the Alexandria Hotel, and oblige

Yours very truly,

Secretary to Mr. Griffith

DOUGLAS FAIRBANKS PICTURES CORPORATION

HOLLYWOOD, CALIFORNIA

OFFICE OF THE TREASURER

Copies

March 5, 1919

Honorable William G. McAdoo
Santa Fe Train No. 2 enroute
to New York, Car No. 31

Dear Mr. McAdoo:-

At a conference between the four stars yesterday, a very essential matter pertaining to the new organization was discussed and they desired me to present same to you.

It was the original understanding that there would be five stars in the combine prior to Mr. Hart's withdrawal. At that time the plan was that there be nine-thousand,(9000) shares of common stock with no par value and five-thousand, (5000) shares of preferred stock which was to be subscribed for at $100.00 per share. Each one of the five stars were to subscribe for one-hundred thousand dollars ($100,000.00) worth of this preferred stock and they were to get one thousand (1000) shares each of common stock for signing the contract, thereby having the controlling interest in the corporation. Mr. Hart having withdrawn from the combine, it has been agreed by the remaining four artists that they take over the $100,000.00 worth of preferred stock left by Mr. Hart in equal shares of $25,000.00 each, making a total of preferred stock to each artist of $125,000.00 and that therefore, they should receive an additional amount of two hundred and fifty (250) shares of common stock each, making a total toeach artist of twelve hundred and fifty (1250) shares of common stock, thereby keeping control of the corporation in their own hands at all times.

They desired me to make this point clear to you so that there might be no misunderstanding when Mr. Cotton draws up the agreement and I trust same will meet with your approval.

Please accept my sincerest sympathy over your recent loss and trust that your daughter and her baby will continue to improve right along.

With best wishes for Mrs. McAdoo and yourself for a safe and pleasant journey and hoping that you will be back in California in the very near future, I remain,

Very sincerely

(Signed) John Fairbanks
TREASURER.

JF:HG

March 5, 1919

Mr. John P. Carter,
Collector Internal Revenue,
Federal Building,
Los Angeles, Calif.

Dear Sir:

I hereby make application for a thirty day extension in which to file my income tax returns.

I make this request in view of the fact that it will be impossible for my New York representative to reach Los Angeles before the early part of April and he has numerous details which must be embodied in myreport.

Very truly yours,

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO.

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA.

PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

NEW YORK. March 5, 1919.

Wark Producing Corp.,

Longacre Building,

New York City.

Dear Sirs:-

We enclose tentative tax return for the year 1918, duly filled out.

Yours very truly,

Price Waterhouse & Co.

Enclosure - Tentative tax return

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF MANAGER

March 5
19 19

Mr. D. W. Griffith,
D. W. Griffith Studios,
Hollywood, California.

My Dear Mr. Griffith:

I want to supplement the contents in the copy I mailed to you yesterday of my letter addressed to John Fairbanks by conveying to you and your associates in the United Artists Distributing Co. the congratulations of First National Exhibitors' Circuit for the arrangement announced in today's issue of "Wid's" which makes Hiram Abrams general manager of your new organization.

He has had experience with the commercial branches of the motion picture business and should be acquainted with the general conditions in the exhibiting and distributing fields.

Prelimenary to a conclusion on our part as to whether we shall discuss in any form with Mr. Abrams when he arrives in New York the proposal contained in my letter of yesterday to Mr. Fairbanks I should like to have you, and each of your associates in your new company write to me in behalf of First National and express your personal opinion of our proposition to distribute the productions of the United Artists.

I do not feel that First National Exhibitors' Circuit would be justified in coming to any definite decision to debate the proposition with any one excepting yourselves until we are confident of your individual wishes and opinions in the matter.

If it is agreed between you, individually and collectively, that the owners and operators of the leading theatres in practically every key city in the country as represented in First National Exhibitors' Circuit are of sufficient importance as consumers in the plans of the United Artists to warrant a sincere consideration of the proposal we have made, then we shall consider it fortunate for everyone concerned that in the person of Mr. Abrams we shall meet with a representative of the United Artists who can discuss the proposition from the premise of an actual, practical experience in the motion picture business.

May I suggest that you telegraph your reply to this, or, as the alternative, embody it in a special delivery letter.

I am sending a copy of this letter to Miss Pickford, Mr. Chaplin and Mr. Fairbanks.

Sincerely yours

J. D. Williams

JDW/H

Manager FIRST NATIONAL EXHIBITORS CIRCUIT, Inc.

March 5, 1919

Mr. Dennis F. O'Brien
1482 Broadway,
New York City.

Dear Cap:

Enclosed find copy of MEMORANDUM OF AGREEMENT between the United Artists Corporation and Abrams. Also copy of the press report furnished the newspapers.

In making the contract with Abrams the following should be incorporated in the agreement: that entire costs of distribution covering his commissions, advertising, exchanges and everything concerned with the selling of the pictures shall not amount to over 12% of the gross. This does not include Mr. McAdoo's salary and expenses nor Mr. Oscar Price's salary and expenses.

Mr. Abrams has unqualifiedly stated that he will keep it well under 12%.

As ever, sincerely,

Jno Fairbanks
Treasurer

JF:HG

The United Artists Association made up of Mary Pickford, Charles Chaplin, Douglas Fairbanks and D.W. Griffith, today announced that Hiram Abrams, formerly President of the Paramount Pictures Corporation has been engaged as General Manager of the new film organization.

Mr. Abrams leaves immediately for New York where he will confer with Oscar Price, President of the United Artists Corporation. The Board of Directors will be announced later.

3/5/19

WARK PRODUCING CORPORATION

REPORT AND ACCOUNTS

* * * * *

DECEMBER 31, 1918

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PRICE, WATERHOUSE & CO.
54 WILLIAM STREET
NEW YORK

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

PRICE, WATERHOUSE & Co.

54 WILLIAM STREET.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA,

NEW YORK, March 5, 1919.

Wark Producing Corporation,
1476 Broadway,
New York City.

Dear Sirs:

We enclose three copies of our report and accounts of your company for the year 1918.

Yours very truly,

Price, Waterhouse & Co.

Enclosure -
Report (3)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, ST. LOUIS, PITTSBURGH, MILWAUKEE, DETROIT, SAN FRANCISCO, LOS ANGELES, SEATTLE.

PRICE, WATERHOUSE & CO.

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO. LONDON, PARIS, PETROGRAD, CAIRO, ALEXANDRIA.

54 WILLIAM STREET.

NEW YORK.

March 5, 1919.

Mark Producing Company,

1476 Broadway,

New York City.

Dear Sirs:

We have made an examination of your books and accounts for the year 1918, and hand you annexed balance sheet at December 31, 1918, and operating accounts for that year.

In the year 1917 the records showed an apparent profit on English business and a loss on all other business.

During this year a charge of over $10,000.00 has been made for expenses of Mr. Burlock, most of which should have been paid in 1917. When these charges are taken into consideration the loss on the English business for 1918 becomes $4,476.23.

Little business has been done during the year excepting the sale of territorial rights and exhibition in Australia and England.

The work of traveling companies in the United States was discontinued before January 1, 1918; the residual value of the film is difficult to determine. There is no ground whatever for believing that the operations of 1918 have produced any profits; on the contrary there is a loss so far as regards the English operations.

We understand that it is contemplated to revise the negative of the company's picture and to use it in a different manner to that in

which it has been used in the past. Accordingly we have assumed for the purpose of the American operations that the residual value of the negative and prints is $175,000.00.

The balance sheet is submitted subject to this valuation of film and we wish to make it clear that the value is purely arbitrary and that we are unable to obtain any better figures.

In view of the fact that the company has never made a profit we think this course is the only safe one to take.

Creditors of the company, however, should understand that the value of the film is highly speculative.

Yours very truly,

PRICE, WATERHOUSE & CO.

WARK PRODUCING CORPORATION

BALANCE SHEET

DECEMBER 31, 1918

* * * * *

Assets

Film and accessories, used, at estimated value based on possibility of future adaptation		$175,000.00
Accounts receivable:		
Sundry advances	$ 2,769.88	
Epoch Producing Corporation	5,000.00	
		7,769.88
Cash		16,872.93
Total assets		$199,642.81
Deficiency:		
Balance, January 1, 1918	$ 81,773.87	
Loss for year 1918	28,300.99	
		110,074.86
		$309,717.67

Liabilities

Capital stock:		
No par value - Nothing paid in 1,500 shares authorized		
Certificates of indebtedness, 300 at $1,000 each	$300,000.00	
Less - Paid off	135,000.00	
		$165,000.00
Loan, D. W. Griffiths Corporation, subordinated to the certificates of indebtedness		60,250.00
D. W. Griffiths, personal account		84,334.62
Sundry creditors		133.05
		$309,717.67

WARK PRODUCING CORPORATION

OPERATIONS FOR THE YEAR 1918

* * * * *

U.S.A., Australia, South America, etc.

Sale of territorial rights, per exhibit ? X	$107,755.04	
Company receipts, Australia	10,145.35	
		$117,900.39
Company expenses, Australia	$ 8,139.16	
General and administrative expenses, per exhibit	26,360.31	
Premium on certificates of indebtedness, per contract	13,500.00	
Interest on certificates of indebtedness, etc.	9,602.77	
Bad debt	214.00	
		57,816.24
		$ 60,084.15
Exhaustion of film value		83,908.91
Loss, U.S.A., etc.		$ 23,824.76

Great Britain

Company receipts	$6,867.90		
Sale of residual rights	6,832.10	$ 13,700.00	
Company expenses, road	$ 6,265.54		
English expenses, principally 1917 items, not reported until 1918 (Mr.Burlock)	11,910.69	18,176.23	
Operating British loss, before charging for exhaustion of film values			4,476.23
Total loss for year			$ 28,300.99

WARK PRODUCING CORPORATION

DETAILS OF 1918 OPERATIONS

* * * * * *

		Company receipts	Company expense on the road
Australian	No. 1	$ 2,816.92	$ 2,350.76
	2	791.59	607.29
	3	902.10	545.52
	4	5,634.74	4,635.59
		$10,145.35	$ 8,139.16
English Company	No. 1	$ 6,867.90	$ 6,265.54

EXPENSES - GENERAL

Head		Great Britain	
Salary	$ 8,776.00	Salary	$ 3,949.01
Rent	850.90	Advertising:	
Telephone and telegraph	458.24	Newspaper	578.84
Supplies	829.12	Billboard	486.67
Travel	376.65	Printing	118.78
Advertising	237.32	Theatre supplies	658.00
Legal expenses	5,085.14	Picture supplies	116.86
Taxes	162.88	Sundry expenses	357.38
J.J. McCarthy commission	10,089.35		
Sundries	1,152.95		
	$26,360.31		$ 6,265.54

TERRITORIAL RIGHTS SOLD

South America	$ 7,155.00
Southern European countries	15,000.00
Italy	1,183.08
U. S. A. special	652.96
Egypt	2,000.00
Holland	6,000.00
McCarthy & McSween	55,764.00
Asia	13,000.00
Scandinavia	2,000.00
South America	5,000.00
	$107,755.04
Great Britain	$ 6,832.10

A

3/5/19

EPOCH PRODUCING CORPORATION

REPORT AND ACCOUNTS

* * * * *

DECEMBER 31, 1918

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PRICE, WATERHOUSE & CO.
54 WILLIAM STREET
NEW YORK

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, ST. LOUIS, PITTSBURGH, MILWAUKEE, DETROIT, SAN FRANCISCO, LOS ANGELES, SEATTLE.

PRICE, WATERHOUSE & CO.

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO. LONDON, PARIS, PETROGRAD, CAIRO, ALEXANDRIA.

54 WILLIAM STREET.

NEW YORK. March 5, 1919.

Epoch Producing Corporation,
1476 Broadway,
New York City.

Dear Sirs:

We have made an examination of your books and accounts for the year ending December 31, 1918, and hand you, annexed, balance sheet at that date and operating accounts for the year.

In this balance sheet the residual film and accessories have been valued at $1,000.00. This value cannot be justified on the basis of its earning power as reflected in the accounts for the last five months of the year. Since July 31st, the operations have produced an absolute loss before paying any royalty.

On the other hand we understand that the remaining assets might perhaps be disposed of in another way so as to make some money of them.

The balance sheet shows as an asset a balance due from R. E. Aitken amounting to $9,492.00. This we are informed was an advance made at a time when it was believed that there would be sufficient profits to justify its payment as royalty, but no such profits were actually realized. Indeed, the royalty credited to Messrs. Dixon and Griffiths to July 31st was computed on profits to that date, such profits having later been diminished by losses from August 1st to December 31st. The losses were not charged back to the royalty accounts and we do not know whether it is possible, under the contract, to charge back losses where royalties

have been paid on profits actually realized up to the date of payment. If the contract be silent on this point it seems probable that the company would have no claim for return of royalty paid before the losses occurred and that the recipients of royalty could hold their entire share of participation up to the time that the profit ceased, especially as we understand the Epoch Company is at liberty to stop exhibiting whenever it thinks no further profit is to be made.

We have accordingly made up the account charging as royalty expense the amounts paid to Messrs. Dixon & Griffiths up to July 31, 1918.

The exhibits show also that the English business has resulted in a loss for the year.

Yours very truly,

PRICE, WATERHOUSE & CO.

EPOCH PRODUCING CORPORATION

BALANCE SHEET

DECEMBER 31, 1918

* * * * *

Assets

Film and accessories (used)		$ 1,000.00
Accounts receivable:		
~~R. E. Aitken~~ Sundry debtors	10,692.00 $ 9,492.00	
Sundry debtors	1,200.00	
Advances for working fund	1,285.00	
		11,977.00
Cash		6,541.80
		$19,518.80

Liabilities

Capital stock and paid in surplus, January 1, 1918	$35,283.16	
Reserve for taxes, set up December 31, 1917, not used	1,899.98	
Profit for year 1918	8,935.69	
	$46,118.83	
Dividends and return of capital, 1918	31,900.00	
Balance of investment, before providing for 1918 federal taxes		$14,218.83
Accounts payable:		
J. C. Williamson & Company	$ 299.97	
Wark Producing Corporation	5,000.00	
		5,299.97
		$19,518.80

Federal Tax estimated
at $3,630.83

EPOCH PRODUCING CORPORATION

INVESTED CAPITAL

1918

* * *

December 31, 1917:	
Capital stock	$32,003.16
Paid in surplus	280.00
Reserve - taxes	10,027.94
	$42,311.10
Deductions:	
Federal tax paid June 13, 1918 - $8,127.96 proportion for six months 18 days	$ 4,470.39
Depletion arising from dividends, as below	18,185.95
	$22,656.34
Average capital for 1918	19,654.76
	$42,311.10

Dividends and return of capital

	Dividend	Profit to date of dividend	Depletion of capital	Averaged	Net depletion for year
March 1, 1918	$22,000.00	$ 1,489.25	$20,510.75	10 months	$17,092.20
October 8, 1918	9,900.00	5,212.50	4,687.50	2-24/30 months	1,093.75
	$31,900.00	$ 6,701.75	$25,198.25		$18,185.95

Tax - Federal

Specific exemption	$3,000.00		
10% of capital	1,965.48		
Balance of profit	3,975.21	80%	$3,180.17
	$8,935.69		
Deduct - War tax	3,180.17		
	$5,755.52		
Specific exemption	2,000.00		
Subject to income tax	$3,755.52	12%	450.66
Total tax			$3,630.83

EPOCH PRODUCING CORPORATION

PROFIT AND LOSS ACCOUNT, 1918

	U. S. A.	Canada	Australia	Total	
Gross earnings, road companies, per Exhibit	$288,435.81		$ 3,197.02		
Sale of rights and film	1,565.17	$ 1,000.00			
	$290,000.98	$ 1,000.00	$ 3,197.02		$294,198.00
Companies' road expenses	$ 92,532.98		$ 1,688.05		$ 94,221.03
Depreciation of film	22,000.00		1,000.00		23,000.00
	$114,532.98		$ 2,688.05		$117,221.03
Gross profit of companies	$175,468.00	$ 1,000.00	$ 508.97		$176,976.97
Joint expenses:-					
Royalty				$ 79,438.31	
Head office and administration expenses, per Exhibit				84,045.44	
Bad debts				686.63	164,170.38
					$ 12,806.59
Sundry income					16.52
	Great Britain				$ 12,823.11
Gross company receipts				$ 2,721.82	
Sale of territorial rights and film				11,890.50	
				$ 14,612.32	
Cost of film (one-fifth of total depreciation)			$ 6,000.00		
Prints and supplies			7,439.35		
Company and general expenses, per Exhibit			5,060.39	18,499.74	3,887.42
Profit for year, before providing for federal taxes					$ 8,935.69

EPOCH PRODUCING CORPORATION

U. S. A.

* * * * *

			1918 expenses	1918 Road Company gross receipts
Co. A	- Road expenses	- Ohio, Indiana, Pa. W.Va., N.Y.	$16,283.25	$ 41,104.93
B	do	Texas, Okla., Mo., N.J., Pa., Md., Del.	12,520.27	34,328.72
C	do	W.Va., Ky., N.J., Mo.	8,185.11	19,090.69
D	do	Ga., Fla., So.Car., No.Car., Ala.	13,087.40	40,412.39
E	do	Pa., Va., Md., N.J., Ohio, Mich., N. Y.	10,124.09	38,712.78
F	do	Mich., Ind.	7,661.46	24,941.96
G	do	Pa., West Va.	6,433.84	21,811.06
H	do	Ala., La., Miss., Tenn. Fla.	9,060.71	24,754.77
I	do	New York	6,929.90	18,056.14
Special	do	New Jersey, New York	2,246.95	25,222.37
			$92,532.98	$288,435.81

General and administrative expense - U. S. A.:

Salaries	$60,766.25
Rent	2,774.10
Telegraph and telephone	1,882.41
Repairs	34.63
Supplies	397.55
Censor	38.50
Travel	493.71
Advertising	1,124.53
Insurance	4,023.37
Legal expense	4,803.96
Printing	4,372.02
Sundry expense	3,334.41
	$84,045.44

Expenses in Great Britain:

Salary	$ 1,602.90
Advertising - Newspaper	594.32
" Supplies	120.95
" Billboard	2,032.32
Travel	81.79
Film, for sale in connection with rights	7,439.35
General expense	208.20
Expenses paid in New York	286.20
English Royalty	47.70
Freight	86.01
	$12,499.74

Ventura, Cal. March 6, 1919

Mr. D. W. Griffith,
Los Angeles, Cal.

Dear Cousin:

All the wagons used in the Westward move across the plains were of the high wheeled schooner bodied type. These bodies were in almost all cases painted blue and the running gear red.

With the exception of the one train, of which your father was Captain, I have found no considerable number of wagons drawn by horses or mules. The universal motive power at that time was oxen. These oxen were rather large animals with long horns. They were spotted white and red, roan, or red, with an occasional white or black steer, or one spotted white and black.

Each wagon was drawn by from four to six animals, the predominating number, as I understand it, being six. They were hitched in pairs by means of yokes.

The first pair were hitched to the tongue and those in front by means of fifth chains.

The cows taken by the Arkansas Company were either shorthorns or grade cows of this breed.

The horses were of the Morgan strain. Browns, bays, some sorrels and a few blacks. Any stock man can select horses closely resembling these horses, as well as the cattle spoken of above.

The children of this train under thirteen wore white cotton or unbleached crash or linsy woolsey homespun dresses, or pants and waists, according to sex, and at the time of the trip were all barefooted.

The older girls and women wore clothes of the same material or of calico or gingham. The men and older boys wore hickory shirts, blue jeans pants and crash coats if they wore any coats at all. The common custom at that time was to go without coats, and the sleeves of the shirts were rolled up.

The women and older girls wore white or unbleached cotton stockings and brogan shoes.. The men wore unbleached cotton or wool sox and cowhide boots or shoes.

All the women and girls wore sunbonnets. The men and boys wore homemade straw hats or caps. The bonnets were made of calico or gingham. The caps of linsey woolsey or blue jeans.

The houses they lived in in Arkansas were patterned after the houses farther east.

It is certain that quite a few of the young men and ladies rode horseback most of the way on this Western trip. The girls rode side saddles and while riding wore long riding skirts of black calico. The boys used the Kentucky riding saddle.

Practically every farmer carried an old mouldboard plow and enough iron teeth for an "A" harrow.

The household goods consisted of feather beds, ticks for straw mattresses, and comforts, quilts and blankets for bedding and

covers. An occasional family carried a bedstead, but most of them expected to make bedsteads and other furniture of materials found in their new homes. Some chairs were taken as well as an occasional cook stove, kitchen utensils and dishes. Many of the ladies cherished small looking glasses and some silver ware was found. But for the most part no extra freight was carried save extra clothing.

The women's and Girls' skirts were much larger then than now and very much fuller. The women and girls wore at least two underskirts in warm weather and from three to five in winter.

The women and young ladies wore overskirts that reached the ground and those of little girls reached the shoetops and these tops were quite short.

Few variations were tried with the hair. An occasional belle affected corkscrew curls but for the most part the hair was combed straight back. Pigtails for the younger, Psieche knots for the older girls and women.

Trusting that this is sufficient detail, I am,

Your Cousin,

W. F. Oglesby

P.S. Cousin Ruth (your sister) says your birthday is Jan. 23 and that Jacob's birthday was February 22. She was quite positive on this point, stating that it is so recorded in the old family Bible. This difference is immaterial but the Insurance Company asks that you make a statement confirming either your own or Ruth's claim as to actual date.
Sorry to trouble you so much in this matter.

Respectfully,

W. F. Oglesby

P. S. There were few shot-guns in those days most of the men and boys carried squirrel or deer rifles.

W. F. Oglesby

Form 132 2-18

(For United States Customs and War Trade Board)

SHIPPER'S EXPORT DECLARATION

of Merchandise Shipped to Foreign Countries or Non-Contiguous Territories of the U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs
No. _____
(Code No. Dist.) (Port.)

Goods Shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) From Los Angeles. (Place of Original Shipment.)

Via American Ry. Express (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag if known.)

From _____ (U. S. Customs port of exportation.) To ultimate foreign destination Toronto - Ontario - Canada (City.) (Country.)

Marks and Numbers	Number and kind of packages, e.g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back.	War Trade Board Code Number	Quantity (net weight only.) State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc.	Value at time and place of shipment: U. S. Products including foreign goods altered or remanufactured in the United States	Value at time and place of shipment: Foreign Products in same condtion as imported.
W. T. B. Export License	R A C No. 163	Date of expiration		1, 191	Dollars	Only
		Positive Motion				
1 wooden box	1 wooden	Picture Film				
consigned to	box.	D. W. GRIFFITH produc-				
Famous Players		tion entitled				
Lasky Corp.,		"THE GREAT LOVE"				
c/o Price		1 - Reel		985	$79.00	
Waterhouse &						
Co., Royal						
Bank Bldg.,						
Toronto, Ont.						
Canada.						

Waybill or manifest
No _____, _____, 191

I certify that above-described goods were shipped as stated herein except as otherwise noted.
_____, 191 _____, Inspector of Customs.

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act approved October 6, 1917; that Famous Players-Lasky Corporation, of Toronto - Canada is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players Exchanges of Calgary, Montreal and Toronto (Name.) (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me
on March 6th, 1919

Geo. H. Schmedel
(Deputy collector, notary public, etc.)
My Commission Expires August 31, 1921

D. W. GRIFFITH STUDIO
(Signature) E C Bedwell
(Capacity) By Manager.
(Member of firm, secretary, agent, etc.)
(Address)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

INSTRUCTIONS.

Read carefully to avoid delay at shipping point.

This form must be prepared in quadruplicate for all merchandise shipped to a foreign destination, except shipments in transit through the United States from one foreign country to another, and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

Export license number and date of expiration must appear immediately above goods shipped thereunder.

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. Shipments from interior points for exportation.—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(a) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(b) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

2. Exporting vessel or carrier.—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. Before a clearance shall be granted for any vessel bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. The shipper must prepare this export declaration and sign the four copies and the oath be taken on the original before a customs officer, notary or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. Domestic articles exported.—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

6. Foreign articles exported.—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. The value of articles to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. Description of articles exported must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. The kind of packages as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. The total quantity of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent. alcoholic strength.

11. The country of final destination of goods—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. Inspection certificates.—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

13. Export schedule B may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. Sale and printing of blanks.—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

To the Collector: I hereby authorize.....

address.....,

to act as my agent for customs purposes in the exportation of the within-described goods. **Please deliver the certified duplicate accordingly.**

.....

Shipper.

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Mar. 5, 1919.

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corp. c/o Price Waterhouse Co. of Royal Bank Bldg., Toronto, Ontario, Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd., Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	Amount
	1	Partial copy Motion Picture			
		Film.			
		D. W. GRIFFITH Production			
		entitled THE GREAT LOVE			
		Total Footage 985 feet	.08	.08	$78.80
		War Tax 1/4¢ per foot.			2.46
					81.26
		"Goods made in U. S. A.			
		to be returned."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal this 5th day of March 1919

(Signature) E. E. Bisnell

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Income Tax

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 7th 1919.

Mr. E. C. Bidwell,
c/o Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I received a wire from Price-Waterhouse, stating that Mr. Griffith's income at the Coast was approximately $120,467.79, excluding $20,000. drawn by Mr. Griffith as salary. This does not jibe with Epping's figures as per the statement from Mr. Epping herewith enclosed.

In addition to Mr. Griffith's income at the Coast, which should of course include any credits of interest on his personal bank accounts, he has in New York the following income which must be incorporated in his return.

Royalties from "Birth of a Nation" for 1918	$32,447.76
Bank interest on his personal account at the Central Union Trust Co. - - - - -	288.78
Interest from the F-4 Co. on certificates of indebtedness - - - - - - - - - - - -	173.25

omitted Epoch salary 5200.

He should charge off against his income in addition to any deductions that you may have at the Coast the sum of $3,000. paid to J.A. Barry by transfering to Barry three certificates of indebtedness of the F-4 Corporation of the par and actual value of $1,000. each, making a total of $3,000 which was a payment to Barry on account of commissions and is a deductable expense.

He should also charge off under the sale of stocks and bonds of the tax return under page 2, Chapter D thirty-four (34) bonds of the Crandall Spring Water Co. Inc. acquired on or about the 1st day of October 1915 at the par value of $500. making a total sum of $17,000 which bonds were sold to Albert L. Grey, address 95th Street & Riverside Drive, N.Y.C. in December 1918 for the sum of $1,000. making a loss in all of $16,000.

I am giving you this information in case you cannot obtain an extension of time for the filing of

Mr. Griffith's income tax statement so that you may make these additions thereto. However, as wired I can see no reason why an extension of time cannot be given so I may have the opportunity of getting to the Coast with Mr. Epping in order that the accounts may be properly prepared in the first instance, as there are no doubt some matters which will need adjustment.

Such an extension is provided for under title 2 Income Tax Law, Section 227 and the Government has issued regular forms therefor.

Be insistent upon such an extension as the only cost thereof will be 1/2% interest on the amount due to the time of the extended date.

The time for filing form #1099 has been extended to May 15th 1919.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB.CD

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

March 7th, 1919.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Sir:-

I attach hereto financial statement covering the period beginning with the production of the negative to March 1st, 1919.

In order to facilitate in the reading of the statement I append below condensed summary of the principal figures contained therein:-

Total net receipts from the SALE of state and foreign Rights, the PROFIT from State Rights and the return from the Company's own Exploitation are --------	846873.38
Receipts from the sales of Accessories and Prints amounted to	105915.61
TOTAL RECEIPTS-	952788.99
The Cost of Production, Accessories, Prints and all General and Exploitation Expenses amounted to --------	555715.02
LEAVING TOTAL NET EARNING OF-	407073.97
Out of these earnings there was paid to Mr. Griffith $147377.09 and an equal amount to the Famous Players-Lasky Corporation, making total profit disbursements of-	294754.16
LEAVING UNDISTRIBUTED EARNINGS AMOUNTING TO-	112319.81
Of which a/c Rec. and Inventory of Prints amounts to 42624.85	
And CASH ON HAND BY FAMOUS PLAYERS-LASKY CORP. 69694.96	112319.81

Yours very truly,

Auditor.

"HEARTS OF THE WORLD"

-o-o-o-o-o-o-

Financial Statement

March 1st 1919

-o-o-o-o-

"HEARTS OF THE WORLD"

EARNINGS

AS OF MARCH 1ST 1919

GROSS EARNINGS

EXPLOITATION			
Sale of State Rights		440600.00	
ROYALTIES FROM STATE RIGHTS			
Wm. H. O'Neil	20000.00		
All-Star Features	14878.51	34878.51	
SALE OF FOREIGN RIGHTS			
Scandinavia (on account)	5000.00		
South and Central America	25000.00		
China, Japan, etc.	7500.00	37500.00	
Profit from OWN Exploitation		333894.87	846873.3
MISCELLANEOUS OTHER SALES			
Posters & Misc. Accessories		34726.15	
Positive Prints		71189.46	105915.6
INVENTORY PRINTS ON HAND			
7 for England @13303 ft @ 5¢ es.			4656.0
			957445.0

CHARGES AGAINST EARNINGS

General & Exploitation Expenses	30311.07		
" " Salaries	11512.19	41823.26	
Cost of Posters & Accessories	34533.62		
" " 98 Positive Prints	88487.27		
Cost of Sales	29087.03	152107.92	
Cost of Production		356439.89	550371.0
		NET EARNINGS	407073.9

DIVISION OF EARNINGS

To D. W. Griffith	147377.09	
" Famous Players-Lasky Corp.	147377.07	294754.1
	UNDIVIDED PROFITS	112319.8

ANALYSIS OF UNDIVIDED PROFITS

ACCOUNTS RECEIVABLE UNPAID				
FOREIGN				
England		7249.23		
Canada		2511.35		
Australia		2656.00		
Denmark		734.15	13150.73	
H. of W. London			817.29	
DOMESTIC				
Dawn Masterplay (1 Print)		1100.59		
Doll-Van Co.		71.56		
H of W. Mid-West		294.96		
Wm. H. O'Neil (2 Prints)		2091.36		
All-Star Features		527.35		
Miscellaneous		42.50	4128.32	
MISC.COLLECTABLE IN LOS ANGELES				
Hearts of the World of New York		130.27		
All-Star Features		1353.59		
A. L. McKelvey		3500.00	4983.86	
MISC.COLLECTABLE IN NEW YORK				
Due from Exploitation Co's.		2158.46		
Managers Contingent Funds		2500.00		
Expense Advance to France		2645.07		
3 Prints to France		1847.05	9150.58	
CASH				
In Bank Exploitation Dept.		4061.40		
Petty Cash		26.85		
Due from Los Angeles Studio		2684.08		
		6772.33		
LESS due DWG Corp. N.Y.	919.56			
" a/c Payable L.A.	114.75	1034.31	5738.02	
INVENTORY OF 7 ENGLISH PRINTS			4656.05	42624.8
CASH IN BANK BY FAMOUS PLAYERS-LASKY CORP.				69694.9
				112319.8

PASTOR IN CHINA
LOH TSZ-TSAUNG

DIRECTOR OF RELIGIOUS EDUCAT ON
A. D. JACOBY

CHURCH DEACONESS
MISS EMMA BURTON

YOUNG WOMEN'S WORK
MISS MARY HANSCOM

HOMER TOBERMAN MISSION
PASTOR - REV. ARTHUR MARSTON
HEAD RESIDENT
MISS ELLEN ALFTER
CITY MISSIONARY
MISS MARGARET LACY
NURSE DEACONESS
MISS ELLEN CLOUD

Trinity Auditorium

Methodist Episcopal Church, South

CHARLES C SELECMAN, D. D.
PASTOR

GRAND AVENUE, AT NINTH ST.

LOS ANGELES, CALIFORNIA

BOARD OF TRUSTEES
CHAIRMAN
DR. C. C. STEPHENSON

BOARD OF STEWARDS
CHAIRMAN - R. C. MITCHELL
SECRETARY TREASURER - JAMES F. ROWINS
AUDITOR - G WILSON STODDARD

March 7th, 1919.

Mr. D. W. Griffith,
Alexandria Hotel,
Los Angeles, Calif.

Dear Mr. Griffith:-

This is to thank you most heartily for the subscription of $1000.00 which you gave to our Workers, Mrs. N. B. Franklin and Mrs. F. L. Corson. They also informed me of your interest in putting on a picture as a benefit for this Fund, and suggested that I arrange to call on you regarding same. If convenient, I will be glad to call at the hotel or any other place convenient, Tuesday, March 11th at 2:00 P.M. If this time is not convenient I will try to suit your pleasure in the matter.

Thanking you again, and with best wishes, I am

Yours truly,

CCS/S

Chas C Selecman

Property Matters.

ARTHUR BUTLER GRAHAM
COUNSELOR AT LAW

JOHN PRESTON PHILLIPS
EDWARD EVERETT GARDNER
HOWARD J. MAC LACHLAN

CABLE ADDRESS ARTHAM

CITY INVESTING BUILDING
ONE SIXTY-FIVE BROADWAY
NEW YORK CITY

March 7th, 1919.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

My dear Mr. Banzhaf:

I wish to call to your attention the former Frank Powell Studio at College Point, Long Island. I will send you particulars upon request.

Very truly yours,

Arthur Butler Graham
F.C.

ABG:C

THE WORLD'S LEADING MOVING PICTURE MAGAZINE

EDWIN M. COLVIN
JAMES R. QUIRK
ROBERT M. EASTMAN

PHOTOPLAY

CHICAGO
NEW YORK

350 NORTH CLARK STREET, CHICAGO

JULIAN JOHNSON
EDITOR

March 8th,
1 9 1 9

D. W. Griffith, Esq.,
4500 Sunset Boulevard,
Los Angeles, California.

My dear Mr. Griffith:

I want to thank you very much for your forceful reply to my inquiry on clean pictures and censorship. I certainly appreciate your co-operation, and I consider your answer not only forceful but constructive.

I hope that you will be pleased in our use of it in the edition of the Photoplay Magazine out April 1.

Believe me,

Very cordially yours,

Julian Johnson

JJ/FW

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).

Form 15

B23GSFQ 20 NL 613AM

GS LOSANGELES CAL MAR 11

Griffith

1559

Income Tax

A H T BANZHAF

2 RECTOR ST NEWYORK

FEDERAL TAX COLLECTOR HAS GRANTED THIRTY DAYS EXTENSION FROM MARCH FIFTEENTH IN WHICH TO FILE MR GRIFFITHS INCOME TAX RETURN

E C BIDWELL

[redacted]

DOUGLAS FAIRBANKS PICTURES CORPORATION

HOLLYWOOD, CALIFORNIA

OFFICE OF THE TREASURER

March 11, 1919.

Mr. D. W. Griffith,
Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Calif.

My dear Mr. Griffith:-

Enclosed herewith is a copy of a letter written to Mr. J. D. Williams, of the First National Exhibitors Circuit. The letter is, I think, self-explanatory.

Sincerely,

Jno. Fairbanks
TREASURER. (Per M.E.C.)

JF/MEC.

"COPY"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 11, 1919.

Mr. J. D. Williams,
Mgr. First National Exhibitors Circuit, Inc.,
6 and 8 West 48th St.,
New York City.

My dear Mr. Williams:-

Your special delivery letter of March 4th at hand, and I have sent a copy of same to each of the artists.

It is my understanding that the United Artists Association has not decided definitely about their exchanges. Mr. Abrams, in conjunction with the President and Directors of the Association, will work this out and get the final O.K. on same from the artists before going ahead.

I hardly think the artists would enter into a contract such as you suggest, as I believe their basic idea, in forming their own association, was to be free and independent of any distributing or producing corporations which have other artists to exploit. I am sure it is not the intention of the United Artists Association to antagonize, or attempt to combat, the First National Exhibitors Circuit, or any other distributing or producing corporations. On the contrary, they desire to carry their business on in the utmost harmony with all corporations or individuals concerned in the motion picture industry. I am confident it will be their desire to have all their productions shown in the theatres owned and controlled by the franchise holders of the First National Circuit, providing satisfactory remunerative arrangements can be negotiated.

Sincerely yours,

TREASURER.

JF/MEC.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

IN-RE

March 11th,
1 9 1 9 .

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Enclosed please find copy of letter from John Fairbanks to me dated March 1st, 1919; also copy of letter of March 5th, 1919, attaching a copy of the so-termed memorandum with Mr. Ahrams, as per my telephone to you today.

Yours very truly,
Dennis F. O'Brien

DFO'B/IC
(Enc)

JOSEPH P. COTTON
14 WALL STREET
NEW YORK

March 11, 1919

Dear Mr. Banzhaf

I just happened to look at the draft certificate of the United Artists which I sent you and find there no provision for cumulative voting. That should be added, and I will draft it.

Very truly yours

A. H. T. Banzhaf, Esq.
2 Rector Street
New York City

JPC..B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 12th 1919.

Mr. O. B. Coomes, Real Estate,

Queens, N. Y.

Dear Sir:

Referring to your advertisement in the "Brooklyn Daily Eagle" of March 11th regarding thirty (30) acres parcel in Queens, will you kindly write me at once full data concerning the same, giving to me the exact location and time when I may inspect the same.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 12, 1919.

Dear Mr. Fairbanks:

Your letter of the 5th inst. was handed to me just as I was leaving Los Angeles, and I note the desire of the four members of the United Artists Corporation to subscribe for the $100,000.00 of Preferred Stock, carrying with it One Thousand shares of Common Stock, which was allotted to Mr. William S. Hart, and which Mr. Hart did not take, since he decided not to join the Corporation. I should like to discuss this with the four artists when I return to Santa Barbara, as I shall do in the near future, and I wish you would ask them, therefore, to leave the matter in abeyance until we can confer about it, as there is just one point I wish to bring to their attention before a decision is reached.

We are proceeding with the incorporation of the United Artists Corporation, and the organization of the Company will be effected in the very near future. As a preliminary thereto, I am sending to each one of the artists to-day a call for twenty per cent of the Capital Stock subscribed by them, in accordance with the original agreement dated February 5, 1919.

I thank you warmly for your sympathetic message about the loss of my son-in-law. My daughter has been extremely ill and I am now glad to say that she is better to-day and I feel much encouraged about her.

I expect to leave here for Santa Barbara on the 15th inst.

With warm regards, I am,

Cordially yours,

W. G. McAdoo

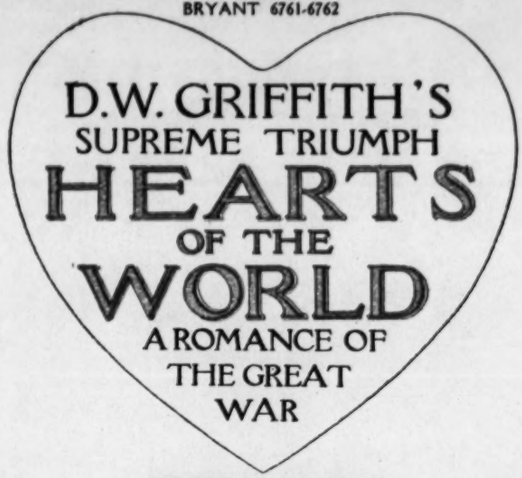
Mr. John Fairbanks,
c/o Douglas Fairbanks Pictures Corporation,
Hollywood, California.

Copy sent to: Mr. D.W. Griffith
Mr. Douglas Fairbanks
Miss Mary Pickford
Mr. Charles Chaplin

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

March 12th 1919

E.Bidwell Esq.,
4500 Sunset Boulevard
LOS ANGELES. CAL

Dear Mr. Bidwell,

Your letter of March 6th enclosing checks for $213.50 on a/c Mr. Banzhaf's expenses and $400 in payment of Jack Lloyd's a/c received.

I note what you say in reference to the $250 advanced to Mr. Ryan. I am enclosing Bill for $700 which is salary we have paid Mr. Ryan for the past seven weeks he has been at the Coast. Please take this up with Mr. Griffith and have some definite understanding about same as this office is not in a position to carry these a/cs. Kindly let us have check for all monies due us at your earliest convenience.

With best wishes and kind regards

Very truly yours,

Albert L. Grey

J. M. ELLIOTT, CHAIRMAN OF THE BOARD

STODDARD JESS, PRESIDENT
E. D. ROBERTS, VICE PRESIDENT
JOHN P. BURKE, VICE PRESIDENT
E. S. PAULY, VICE PRESIDENT
JOHN S. CRAVENS, VICE PRESIDENT
W. T. S. HAMMOND, CASHIER
A. C. WAY, ASSISTANT CASHIER
E. W. COE, ASSISTANT CASHIER
A. B. JONES, ASSISTANT CASHIER
W. C. BRYAN, ASSISTANT CASHIER

W. H. LUTZ, AUDITOR

The First National Bank of Los Angeles

DESIGNATED DEPOSITARY OF THE UNITED STATES

Los Angeles, Cal. March 12-1919.

Mr. D. W. Griffiths,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Sir:

According to our records there was placed thru us your subscription for $30,000.00 par value, Fourth Liberty Loan Bonds, upon which we show that the initial payment only has been made.

In order to protect your interest in these bonds we advanced payments to the Federal Reserve Bank as same became due, final payment being made on January 30th. Bonds are now in our hands ready for delivery, and as we are anxious to close all transactions in connection with Fourth Liberty Loan Bonds would appreciate your cooperation to that end.

Thanking you for your attention to this matter, we remain

Yours very truly,

W C Bryan

Assistant Cashier.

B/EK

William G. McAdoo,
120 Broadway,
~~[illegible]~~
~~[illegible]~~
NEW YORK

March 13, 1919.

My dear Mr. Griffith:

I am enclosing a formal call for the payment of fifteen per cent. of the amount of your subscription of $100,000.00 to the Preferred Stock of the United Artists Corporation. This means that you should send me your check for $15,000.00. At the same time I am, of course, making a similar call upon the other artists.

This call will provide for the expense of incorporating the Company, the payment of one-half of my retainer for the year 1919, and leave a balance in the Treasury of the Company, which I hope will be sufficient for the present so that it will not be necessary to make any further calls in the immediate future.

With kind regards, I am,

Cordially yours,

WGMcAdoo

Mr. David W. Griffith,
Hollywood, California.

March 13, 1919.

Pursuant to a memorandum of agreement dated February 5th 1919, between Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (known as Mary Pickford) call is hereby made upon each of the above named persons for payment to the undersigned of fifteen per cent. (15%) of the amount of their respective subscriptions of $100,000.00 each to the Preferred Stock of the United Artists Corporation. You will please send your check for the amount of the call ($15,000.) to the undersigned at the address given below.

W. G. McAdoo

120 Broadway, New York, N.Y.

To David W. Griffith, Esq.

March 14th 1919.

Mr. Charles V. Duffy,
Collector, Internal Revenue,
Newark, N. J.

Sir:

I enclose herewith Tentative Return and Request for Extension of Time of the D.W.G. Corporation.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 14th 1919.

Mark Eisner, Esq.,
Collector, Internal Revenue,
1150 Broadway,
New York City.

Sir:

Enclosed please find Tentative Return and Request for Extension of Time for the David W. Griffith Corporation.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ORIGINAL

THIS FORM WITH DUPLICATE AND REMITTANCE COVERING ONE-FOURTH OF ESTIMATED TAX MUST REACH THE COLLECTOR'S OFFICE ON OR BEFORE MARCH 15, 1919.

Form 1031 T—UNITED STATES INTERNAL REVENUE SERVICE

TENTATIVE RETURN AND ESTIMATE OF CORPORATION INCOME AND PROFITS TAXES AND REQUEST FOR EXTENSION OF TIME FOR FILING RETURN

Do not write in this space

AMOUNT PAID

$.....
(Cashier's Stamp)

Check or draft	
Money order	
Currency or coin	
Certificate of indebtedness	

PRINT BELOW TAXPAYER'S NAME AND PRINCIPAL PLACE OF BUSINESS

Mark Producing Corp
Longacre Building
1476 Broadway NY City

original mailed March 14 1919
registered mail

Date..... (To be entered by taxpayer.) No. ..... (To be entered by Collector.)

Collector of Internal Revenue,

3d Dist 1150 Broadway N.Y.C.

The amount stated below is remitted herewith in payment of not less than one-fourth of the estimated amount of the income, war-profits, and excess-profits taxes for the year ended Dec 31 1918 of the corporation whose name and address appear at the head of this form.

An extension of ..... days in the time allowed for filing a completed return is requested.

It is not possible to file a completed return on or before March 15, 1919, for the following reasons:

No forms available

NOTE.—A parent company may make a tentative return and pay the first installment of the tax on behalf of all its subsidiaries without apportioning the tax among them until the completed return is filed.

Estimated amount of tax None - Loss for year $ None

Amount of remittance herewith:

Check or draft.	Money order.	Currency or coin.	Certificates of indebtedness.	Total
$ —	$ —	$ —	$ —	$ —

AFFIDAVIT

The undersigned, president and treasurer, respectively, of the corporation whose name and address appear at the head of this form, being severally duly sworn, each for himself deposes and says that the foregoing is a fair estimate of the total amount of the income, war-profits, and excess-profits taxes of the said corporation for the period stated above, and that the above-stated reasons why a completed return can not be filed on or before March 15, 1919, are true.

Sworn to and subscribed before me } this ..... day of ....., 19.....

A H J Bonshaf
(President.)

J Eppling
(Treasurer.)

(Name of officer.)

(Official capacity.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

IF EXTENSION OF TIME FOR FILING RETURN HAS BEEN GRANTED THE AUTHORIZATION MUST BE ATTACHED TO THIS RETURN

Page 1—Summary

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1918

OR

Fiscal Period begun ....., and ended ....., 1918

If the payment made on submission of Form 1031T was less than one-fourth of the tax (Item 20 or Item 25, Schedule IV) the balance of such one-fourth, with interest at the rate of 6 per cent per annum from March 15, 1919, must be remitted herewith.

(Print plainly corporation's name and principal place of business)

Mark Producing Corp
1476 Broadway New City

Examined by

Audited by

(DO NOT WRITE IN THIS SPACE)

PAYMENT

CASH $

CHECK $

M. O. $

CERT. OF IND. $

(Cashier's Stamp)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE I—NET INCOME.

Item.	1911	1912	1913
1. Net Income for Each Prewar Year (as finally determined on income return)	$	$	$
2. Plus amount of corporation excise tax paid in each year			
3. Totals for 1911, 1912, and 1913	$	$	$
4. Less dividends received in 1913			
5. Net Total for 1913			$
6. Average Net Income for Prewar Period (sum of items on line 3 for 1911 and 1912 and Item 5 for 1913, divided by number of years)			$
7. Net Income for Taxable Year (Item 25, Schedule A, page 2)			$ None

Not assessed

SCHEDULE II—INVESTED CAPITAL.

Item.	1911	1912	1913	Taxable Year.
1. Capital, surplus, and undivided profits at the close of the preceding year as shown by corporation's books before any adjustments are made therein (from Schedule E)	$	$	$	$
2. Plus adjustments by way of additions (from Schedule F)				
3. Total	$	$	$	$
4. Less adjustments by way of deductions (from Schedule G)				
5. Balance	$	$	$	$
6. Plus or minus changes in invested capital during year (from Schedules H and J)				
7. Total (or Balance)	$	$	$	$
8. Less deduction on account of inadmissible assets (from Schedule L)				
9. Invested Capital for Each Year	$	$	$	$ None
10. Average Invested Capital for Prewar Period (sum of items on line 9 for 1911, 1912, and 1913 divided by number of years)				
11. Increase or Decrease in Invested Capital for Taxable Year as Compared with Average Prewar Invested Capital (Indicate decrease by "D")				

Not assessed

SCHEDULE III—EXCESS-PROFITS AND WAR-PROFITS CREDITS.

(If this return is made for a period less than a full year, Items 3 and 8 must be reduced as provided in paragraph 1, page 1 of Instructions.)

Excess-profits credit.	
1. Eight per cent of invested capital for taxable year (Item 9, last column, Schedule II)	$
2. Exemption ($3,000)	
3. Excess-Profits Credit (Item 1 plus Item 2)	$

War-profits credit.	
4. Average net income for prewar period (Item 6, Schedule I)	$
5. Plus 10% of increase or minus 10% of decrease shown by Item 11, Schedule II	
6. (a) Total of (or Difference Between) Items 4 and 5, or (b) 10% of invested capital for taxable year (Item 9, last column, Schedule II), whichever is larger	$
7. Exemption ($3,000)	
8. War-Profits Credit (Item 6 plus Item 7)	$

None

SCHEDULE IV—COMPUTATION OF TAXES.

WAR-PROFITS AND EXCESS-PROFITS TAX (Brackets one and two).

(If this return is for a period less than a full year the invested capital must be reduced as provided in paragraph 1, page 1 of Instructions.)

1. Brackets.	2. Amount of Net Income (Item 7, Schedule I) in Each Bracket.	3. Excess-Profits Credit (Item 3, Schedule III).	4. Balance Subject to Tax.	5. Rate.	6. Amount of Tax.
1. Not over 20% of invested capital	$	$	$	30%	$
2. Over 20% of invested capital				65%	
3. Totals	$	$	$		$

None

WAR-PROFITS AND EXCESS-PROFITS TAX (Bracket three).

4. Net income for taxable year (Item 7, Schedule I)	$	7. Eighty per cent of Item 6	$
5. Less amount of war-profits credit (Item 8, Schedule III)		8. Less Item 3 column 6 (if smaller than Item 7)	
6. Balance	$	9. Tax in Bracket three (Item 7 minus Item 8—if Item 8 is the larger, make no entry).	$
10. Total War-Profits and Excess-Profits Tax as Computed under Section 301 (a) (Item 3 column 6 plus Item 9)			$
11. Total War-Profits and Excess-Profits Tax, if Computed under Section 302, 303, 304 (c) or 337 (see Instructions, page 1, paragraphs 6 and 7)			$

None

INCOME TAX.

12. Net income for taxable year (Item 7, Schedule I)	$	17. Tax of 12% on Item 16	$
13. Less: Interest on obligations of U. S. not exempt (Item 4, Schedule A, page 2)	$		
14. War-profits and excess-profits tax (Item 10 or 11)		18. Item 10 or Item 11 plus Item 17	
15. Exemption ($2,000 unless return is for less than a year)		19. Less income, war-profits, and excess-profits taxes paid or accrued to foreign countries on income arising from sources therein, and to possessions of the United States (see Sections 238 and 240 (c) of Revenue Act of 1918)	
16. Balance subject to income tax (Item 12 less Items 13, 14, and 15)	$		
20. Total War-Profits, Excess-Profits, and Income Taxes (except in case of a fiscal year) (Item 18 minus Item 19)			$

None

ADJUSTMENT OF TAX FOR FISCAL YEAR ENDED IN 1918.

21. That proportion of Item 20 which the number of months within the calendar year 1918 is of the number of months in the entire period	$	23. Total tax (Item 21 plus Item 22)	$
22. That proportion of a tax computed under the revenue acts of 1916 and 1917 which the number of months within the calendar year 1917 is of the number of months in the entire period	$	24. Less total tax already paid for the fiscal year ended in 1918	
		25. Balance of Tax	$

None

26. **Tax paid:** On submission of tentative return (1031 T), $ .....; by remittance accompanying this return, $ ..... Total $

SCHEDULE A—TAXABLE NET INCOME.

NOTE.—Railroad corporations, banks, insurance companies, and other corporations required to submit statements of income and expenses to any national, State, municipal, or other public officer may submit instead of Schedule A a statement of income and expenses in the form in which submitted to such officer. In such cases the taxable net income will be reconciled by means of Schedule B with the net profit shown by the income and expense statement submitted, and should be entered as Item 7, Schedule I, page 1.

GROSS INCOME.											
1. Gross sales, less returns and allowances	$	131	600	39							
2. Less cost of goods sold, exclusive of expenses, repairs, and other items called for separately below (from Schedule A2)		83	908	91	$	47	691	48			
3. Gross income from operations other than trading or manufacturing, less allowances (from Schedule A3)											
4. Interest on obligations of the United States or its possessions not exempt (from Schedule A4)											
5. Interest from other sources (from Schedule A5)											
6. Rentals											
7. Royalties											
8. Share of net income earned since December 31, 1917, by personal service corporations (whether received or not)											
9. Dividends on stock of foreign corporations (from Schedule A9)											
10. Gross income from all other sources except dividends (not including any amount in respect of sales of capital assets or miscellaneous investments—see Item 23, below) (from Schedule A10)											
11. TOTAL OF ITEMS 1 TO 10									$	47	691	48
DEDUCTIONS.											
12. Ordinary and necessary expenses (except amounts reported in Item 2 above or called for separately below, and not including cost or value of capital assets or miscellaneous investments sold during taxable year—see Item 23) (from Schedule A12)					$	63	237	82			
13. Compensation of officers (including salaries, commissions, and other compensation in whatever form paid) (from Schedule A13)						12	775				
14. Repairs (including labor, supplies, overhead, and other items properly chargeable to repairs) (from Schedule A14)						none					
15. Interest (except on indebtedness incurred or continued to purchase or carry obligations or securities, other than obligations of the United States issued after September 24, 1917, the interest on which is wholly exempt from income tax)						9	602	77			
16. Taxes (except Federal income, war-profits, and excess-profits taxes, taxes which are a credit under Section 238, and taxes assessed against local benefits of a kind tending to increase the value of the property assessed)							162	88			
17. Debts ascertained to be worthless and charged off within the taxable year							214	–			
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)											
19. Amortization of war facilities (from Schedule A19)											
20. Depletion (if depletion is claimed, Form A (revised) of Mines and Minerals Section should be obtained from the Collector, filled in, and filed)											
21. TOTAL OF ITEMS 12 TO 20									$	75	992	47
22. DIFFERENCE BETWEEN ITEMS 11 AND 21						Loss			$	28	300	99
23. Profit or loss on sales of capital assets and miscellaneous investments (from Schedule A23)	$											
24. Losses sustained during the taxable year from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise (from Schedule A24) (extend in last column net total of Items 23 and 24)									$			
25. NET INCOME FOR TAXABLE YEAR (total of or difference between Item 22 and Item 24, last column) (to be entered as Item 7, Schedule I, page 1)									$			

SCHEDULE B—RECONCILIATION OF NET PROFIT PER BOOKS WITH TAXABLE NET INCOME.

1. Net profit for year per books, before any adjustments are made therein Loss	$	28	300	99	5. Nontaxable income:			
2. Unallowable deductions:					(a) Interest on obligations of the United States and its possessions, wholly exempt	$		
(a) Donations, gratuities, and contributions					(b) Interest on obligations of States, Territories, and political subdivisions thereof			
(b) Income, war-profits, and excess-profits taxes paid or accrued to the United States, its possessions, or a foreign country					(c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act			
(c) Special improvement taxes					(d) Dividends on stock of domestic corporations			
(d) Furniture and fixtures, additions, or betterments treated as expenses on the books					(e) Dividends on stock of personal service corporations declared out of profits earned prior to January 1, 1918			
(e) Replacements covered by depreciation					(f) Other items of nontaxable income (to be detailed)			
(f) Insurance premiums paid on the life of any officer or employee for the benefit of the corporation or business					(g)			
(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities (other than obligations of the United States issued after September 24, 1917) the interest upon which is wholly exempt from income tax					(h)			
(h) Additions to reserves for bad debts, contingencies, etc. (to be detailed)					(i)			
(i)					6. Charges against reserves for bad debts, contingencies, etc. (to be detailed)			
(j)					(a)			
(k)					(b)			
(l)					(c)			
(m) Other unallowable deductions (to be detailed)					(d)			
(n)					7. Amount necessary to adjust book profit or loss with the amounts reported in Items 23 and 24, Schedule A (unless entry belongs on line 3)			
(o)					8. Taxable net income (Item 25, Schedule A) Loss		28	300	99
3. Amount necessary to adjust book profit or loss with the amounts reported in Items 23 and 24, Schedule A (unless entry belongs on line 7)								
4. TOTAL	$				9. TOTAL	$		

SCHEDULE C—BALANCE SHEETS.

Attach hereto balance sheets as of the beginning and end of the taxable year (preferably in parallel columns), showing as nearly as practicable the details called for below:

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts and notes receivable (before deducting reserves for losses).
Other accounts and notes receivable (to be classified).
Inventories:
Raw materials.
Work in progress.
Finished products.
Supplies.
Investments:
U. S. bonds and obligations (each issue to be stated separately).
Stock of corporations—
Foreign.
Domestic.
Bonds—
Exempt (municipal, State, etc.).
Other.
Loans and advances:
To officers and employees.
To others.

ASSETS (Continued).

Deferred charges to future operations.
Fixed assets:
Land.
Buildings.
Machinery.
Tools and minor equipment.
Delivery equipment.
Office furniture.
Other (state character).
TOTAL.
Less reserve for depreciation.
NET VALUE.
Patents, good will, and other intangible assets:
Paid for in cash or other tangible property.
Paid for in stock (other than stock dividends).
Created by stock dividend or otherwise.
Discount:
On bonds.
On stock.
TOTAL.

LIABILITIES.

Notes payable:
To officers and stockholders.
To others (including bank loans)
Accounts payable:
Trade.
Other.
Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserve for losses on notes and accounts receivable.
Reserves for contingencies, etc., the charges creating which are not allowable deductions from income (to be detailed).
Capital stock outstanding (to be classified).
Surplus and undivided profits.
TOTAL.

A corporation having a net income of $3,000 or more, which was in existence during at least one full prewar year, should also attach to this return similar balance sheets (preferably in parallel columns) as of the beginning of its first full prewar year and as of December 31, 1913.

SCHEDULE D—ANALYSIS OF SURPLUS ACCOUNT.

Attach hereto an analysis of the corporation's surplus account, showing the details of all adjustments of surplus for the taxable year, as nearly as practicable in the following form:

1. Surplus at beginning of year per books.
Add: 2. Total net profit per books and per Schedule B (Item 1).
3. Other credits to surplus (to be detailed).
4. Total of Items 1, 2, and 3.

Deduct: 5. Dividends (state date payable and amount of each, and whether in cash or in stock).
6. Other debits to surplus (to be detailed).
7. Surplus at end of year per books.

A corporation having a net income of $3,000 or more, which was in existence during at least one full prewar year, should also attach to this return a similar analysis of its surplus account for its first full prewar year and for each subsequent year down to the beginning of the taxable year.

SCHEDULES SUPPORTING SCHEDULE A

The schedules called for below should be prepared and firmly stapled to this return. Designate each schedule with the number of the item in Schedule A which it explains. Make schedules on paper of uniform size so far as practicable. In the space provided for the purpose on page 4 list all schedules attached to this return, giving the title and schedule number of each.

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF EXPENSES, REPAIRS, AND OTHER ITEMS CALLED FOR SEPARATELY.

In support of Item 2, Schedule A., corporations engaged in manufacturing or trading operations should submit an analysis, in reasonable detail, of the cost of goods sold. This statement should ordinarily include the following items but should not include any expense items called for separately in Schedule A.

1. Inventories at beginning of period (to be reconciled with balance sheet).
2. Purchases during period.
3. Labor and wages ordinarily charged to manufacturing cost on the corporation's books, showing the principal items separately.
4. Other expenses ordinarily charged to manufacturing cost on the corporation's books. (State separately large or unusual items.)
5. Total.

Deduct:

6. Inventories at close of period (to be reconciled with balance sheet).
7. Cost of goods sold (Item 5 less Item 6).

NOTE.—Inventories should be valued at (*a*) cost or (*b*) cost or market, whichever is lower, provided, however, that whichever basis was adopted by a taxpayer for the taxable year 1917 must be continued unless upon application to the Commissioner permission is granted to change. If basis (*b*) is used it must be applied to each item in the inventory and not to a part only. Inventories should be recorded in a legible manner, properly computed and summarized, and should be preserved as a part of the accounting records of the taxpayer. (See Articles 1581 to 1585 of Regulations No. 45.)

State here which of the above-mentioned bases for valuing inventories is used in this return.....

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING, LESS ALLOWANCES.

Submit a schedule showing the nature and amount of the principal items included in Item 3, Schedule A.

Life insurance companies should enter as Item 3, Schedule A., the total premiums received from policyholders less such portion thereof as has been paid back or credited to, or treated as an abatement of premiums of, such policyholders within the taxable year. (See Articles 546 and 547 of Regulations 45.)

Mutual marine insurance companies should report as Item 3, Schedule A., the gross premiums collected and received by them less amounts paid for reinsurance.

SCHEDULE A4: INTEREST ON OBLIGATIONS OF UNITED STATES OR ITS POSSESSIONS NOT EXEMPT.

Enter in table below the maximum amount of Liberty Bonds and other obligations of the United States issued since September 24, 1917 (par value) held at any one time, from which interest was derived during the taxable year:

1. Class of Obligation.	2. Maximum Amount of Obligations.	3. Maximum Exemption.
1a. First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$45,000 (See Note.)
1b. First and Second Liberty Loans converted into Third Loan and Third Liberty Loan		
2. First Liberty Loan converted into Fourth Loan		30,000
3. Fourth Liberty Loan		30,000
4. Other obligations issued since September 24, 1917		0

In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.

NOTE.—This exemption as to Items 1a and 1b (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State that amount here, $.....

In order to ascertain the amount to be entered as Item 4, Scehedule A., refer first to the table above.

If the amount entered in column 2 of the table for any class of obligations exceeds the maximum exemption for the same class of obligations plus any part of the $5,000 exemption assigned to that class (see column 3), attach hereto a schedule showing in separate columns the following information:

(*a*) Class of obligations.

(*b*) First and last dates of each period during which the corporation's holdings of that class of obligations remained unchanged.

(*c*) Amount of obligations of that class held by the corporation during each such period.

(*d*) Amount by which each amount entered in column (*c*) exceeds the maximum exemption for that class of obligations.

(*e*) Rate of interest.

(*f*) Interest derived from each amount of principal stated in column (*d*).

For the purpose of showing changes in holdings and applying the exemption, classes 1a and 1b must be taken jointly, but for the purpose of computing the taxable interest they must be entered separately.

Enter as Item 4, Schedule A, the total of column (*f*) for all classes of obligations.

Submit also a statement showing the amount of interest derived from bonds and other obligations of the United States and its possessions, exclusive of those described in the table above.

SCHEDULE A5: INTEREST FROM OTHER SOURCES.

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 5, Schedule A.

For interest on foreign bonds submit a schedule showing (*a*) name of country; (*b*) kind of obligations (whether national, state, municipal, or corporate obligations); (*c*) amount of principal; and (*d*) amount of interest.

SCHEDULE A9: DIVIDENDS ON STOCK OF FOREIGN CORPORATIONS.

Submit a schedule showing (*a*) name of corporation; (*b*) country in which organized; (*c*) total par value of stock held; and (*d*) amount of dividends.

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES EXCEPT DIVIDENDS (not including any amount in respect of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: ORDINARY AND NECESSARY EXPENSES (except amounts called for separately in Schedule A and not including cost or value of capital assets or miscellaneous investments sold during taxable year).

Submit a statement showing character and amount of the principal items included in Item 12, Schedule A.

Insurance companies should state separately in Schedule A12 (*a*) the net addition required by law to be made within the taxable year to reserve funds (including in the case of assessment insurance companies the actual deposit of sums with State or Territorial officers pursuant to law as additions to guarantee or reserve funds; and (*b*) the total of sums other than dividends paid within the year on policy and annuity contracts.

Corporations issuing policies covering life, health, and accident insurance combined in one policy issued on the weekly premium payment plan continuing for life and not subject to cancellation should report in Schedule A12 such part of the net addition (not required by law) made within the taxable year to reserve funds as is required for the protection of the holders of such policies.

Mutual marine insurance companies should report in Schedule A12 amounts repaid to policyholders on account of premiums previously paid by them and interest paid upon such amounts between the ascertainment and the payment thereof.

Mutual insurance companies (other than mutual life and mutual marine insurance companies) that require their members to make premium deposits to provide for losses and expenses should report in Schedule A12 the amount of premium deposits returned to their policyholders and the amount of premium deposits retained for the payment of losses, expenses, and reinsurance reserves (unless deducted elsewhere in Schedule A).

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned, (5) total annual compensation for the years 1916, 1917, and 1918, and (6) reasons for increases.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included in Item 14, Schedule A.

Incidental repairs, which do not add to the value or appreciably prolong the life of property, are deductible as expenses. Expenditures for new buildings or for permanent improvements or betterments which increase the value of the property are chargeable to capital account. Expenditures for restoring or replacing property are not deductible under this or any other item of the return. Such expenditures are chargeable to capital account or to depreciation reserves, depending on the treatment of depreciation on the books of the taxpayer.

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (including obsolescence).

Submit a columnar schedule containing, in the most practicable form, substantially the following information:

1. A classification of depreciable assets subdivided on the bases of (*a*) character, (*b*) term of useful life.
2. The fair market value of such assets March 1, 1913, if acquired before that date.
3. The cost of such assets if acquired after February 28, 1913.
4. The estimated life or term of reasonable usefulness of such assets from date acquired or from March 1, 1913, as the case requires. Give reasons for your conclusions.
5. For each class of assets state—
   (*a*) The total amount of depreciation from March 1, 1913, to the beginning of the taxable year.
   (*b*) The total amount of depreciation (exhaustion, wear and tear, including obsolescence) claimed for the taxable year.
6. A reconciliation of all figures shown in this schedule with corresponding figures reflected in the balance sheets.

SCHEDULE A19: AMORTIZATION OF WAR FACILITIES.

If amortization of war facilities is claimed the taxpayer is required to submit with this return the information and schedules called for in Articles 181 to 187 of Regulations 45.

SCHEDULES A23 and A24: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS and miscellaneous investments, and losses sustained during the taxable year from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise.

Submit a columnar schedule setting forth for each sale of capital assets or of miscellaneous investments and for each loss during the taxable year the information called for below:

1. Description of property sold or of property in respect of which a loss is claimed.
2. Date acquired.
3. Fair market price or value on March 1, 1913, if acquired before that date, or cost if acquired after February 28, 1913.
4. Cost of improvements, if any, since February 28, 1913, or since date of acquisition, if acquired after February 28, 1913.
5. Total of Items 3 and 4.

   Less—

6. Depreciation or depletion of property subject thereto—
   (*a*) Per books.
   (*b*) Accrued but not on books.
7. Salvage value, if any, of property on which a loss is claimed.
8. Amount of insurance or other recovery on property, if any.
9. Proceeds of sale or cash value of property received in exchange (for transactions falling in Item 23, Schedule A) (see Note).
10. Total of Items 6 to 9, inclusive.
11. Profit or loss.
12. Cause of loss (for losses falling in Item 24, Schedule A).

NOTE.—Submit evidence substantiating the basis used by you in arriving at the cash value of property received in exchange for other property.

COMPENSATION AT RATE OF $3,000 OR MORE PER ANNUM.

Submit a schedule showing for each employee (if a stockholder of the corporation), whose compensation is at the rate of $3,000 or more per annum, facts similar to those called for in Schedule A13.

WORKING PAPERS.

Every corporation should preserve, available for inspection by a revenue officer, working papers showing—

1. The balance in each account on the corporation's books that was used in preparing Schedule A.
2. The amount deducted from each such balance on account of each class of nontaxable income, unallowable deductions, and other adjustments indicated in Schedule B, with a reference to the number of the item in Schedule B in which each amount so deducted was included.
3. The remainder of each such balance, analyzed to show the amount included in each item of Schedule A, with a reference to the number of the item in Schedule A in which each such amount was included.

SCHEDULE E—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable year should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value, the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable year.

E5. This item should include paid-in surplus per books at the end of the preceding year. If any amount is claimed under Section 326(*a*)(2) of the Revenue Act of 1918 or under Article 837 of Regulations 45 the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered on line 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E9. The cost (or book value if different from cost) of treasury stock held at the end of the preceding taxable year should be deducted on line 9, if the par value of such stock is included in the amount entered on line 4. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the acquisition.

Item.	1911	1912	1913	Taxable Year.
Capital stock paid up and actually outstanding at the close of the preceding year:		Not organized		
1. First preferred	$	$	$	$
2. Second preferred				
3. Common 1500 shares no par value — nothing paid in				
4. Total	$	$	$	$
Surplus and undivided profits:				
5. Paid-in surplus				
6. Earned surplus and undivided profits				
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)				
8. Grand totals of Items 4, 5, 6, and 7	$	$	$	$
9. Deduct cost of treasury stock (or book value if different from cost), if any is included above as outstanding				None
10. Net total (Item 8 minus Item 9)	$	$	$	$

SCHEDULE F—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property is entered in the accounts, and (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable year. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable year. Were these expenditures, when made, written off in lieu of depreciation? ..... If so, explain what adjustments have been made to provide for depreciation, in view of the proposed restoration to surplus.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company, and the amount allowed as a deduction in computing net income.

F4. If any assets of the trade or business in existence during both the taxable year and any prewar year are included in the invested capital for the taxable year but not for such prewar year, or are valued on a different basis in computing the invested capital for the taxable year and such prewar year, entries should be made in this schedule adjusting the invested capital for each prewar year affected so as to value such assets upon the same basis in the prewar period as in the taxable year.

Item.	1911	1912	1913	Taxable Year.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (Articles 836 and 837)	$	$	$	$ None
2. Additions to surplus (Articles 840 to 843)	None			
3. Depreciation charged in the accounts of the corporation but not allowable as a deduction on income tax returns				
4. Adjustment of valuation of assets in existence both during taxable year and in prewar period (Article 934)				x x x x x x x x x x x x
5.				
6.				
7.				
8. Total	$	$	$	$

SCHEDULE G—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when paid in? No In excess of the par value of the stock issued therefor? No Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? No Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable year? No

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date: (*a*) Date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable year; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable year and for each year of the prewar period that is affected.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable year: Provided, that if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable year.

Note.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1 the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable year, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when received? No In excess of the par value of the stock paid therefor? No

If the answer to either of the foregoing questions is "yes," submit a statement showing (*a*) kind of property; (*b*) when acquired; (*c*) par value of the stock paid therefor; (*d*) actual cash value of the property when paid in; (*e*) the basis on which that value was determined; (*f*) value at which the property is entered on the corporation's books; and (*g*) amount by which such value exceeds the allowable value under section 326 (*a*) (2) of the Revenue Act of 1918. Enter this amount as Item 2, Schedule G, for the taxable year and for each year of the prewar period that is affected.

G3. (*a*) Was any stock issued by the corporation ever returned as a gift or for a consideration substantially less than its par value? No (*b*) If so, what was the total par value of such stock? $ No (*c*) What was the consideration paid for the return thereof? $ No (*d*) What amount of cash or its equivalent was derived from the resale of such stock? $ No (*e*) What entries were made in the accounts to evidence the return and the resale of such stock? None

The excess of (*b*) over (*d*) must be entered as Item 3, Schedule G, for the taxable year and for each year of the prewar period that is affected. However, no deduction is necessary if adequate adjustment has been made under Item 2 of this schedule.

G4. Was the business reorganized or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? No If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? ✓

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? ✓

(*c*) If such previous owner was not a corporation attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received; (2) expenditures subsequent to that date for betterment or development, not deducted as expense or otherwise since March 1, 1913, by such previous owner; (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all, or substantially all, of the property was acquired from a corporation during the taxable year attach hereto balance sheets of such predecessor corporation as of the beginning of the taxable year and as o the date immediately prior to the transfer of the property to the corporation making this return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred was entered on the books.

The increase in book value of any property acquired by reorganization, consolidation, or change of ownership, over the amount allowable to the predecessor corporation or over the amount as computed under (*c*), if the previous owner was not a corporation, must be deducted from the invested capital for the taxable year as Item 4, Schedule G.

G5. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? No If so, submit a statement showing (*a*) kind of property; (*b*) amount of cash paid therefor; (*c*) actual cash value of other tangible property paid therefor; (*d*) how that value was determined; (*e*) value at which the property is entered on the books of the corporation; and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 5, Schedule G, for the taxable year and for each year of the prewar period that is affected.

G6. Has adequate provision been made in the expense accounts of the company for (*a*) losses of every kind? yes; (*b*) depreciation? yes; (*c*) obsolescence? yes (*d*) depletion of mineral deposits, timber supplies, and the like? yes

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 6, Schedule G, for the taxable year (and for each year of the prewar period that was affected) and deducted in arriving at the surplus and undivided profits.

SCHEDULE G—ADJUSTMENTS BY WAY OF DEDUCTIONS (Concluded).

Item.	1911	1912	1913	Taxable Year.
1. Valuation of patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$	$	$	$
2. Valuation of tangible property paid in for stock				
3. Stock returned to the corporation as a gift, etc				
4. Valuation of assets acquired in reorganizations				
5. Appreciation				
6. Depreciation and depletion				
7.				
8.				
9. Total Deductions	$	$	$	$

None

SCHEDULE H—CHANGES IN INVESTED CAPITAL DURING TAXABLE YEAR.

1. Changes in invested capital during the taxable year ordinarily arise in one or more of the following ways:
   (*a*) Additions by reason of the sale of capital stock or the issue of capital stock for tangible or other assets.
   (*b*) Liquidation of part of the capital by retirement of stock or purchase of treasury stock not out of current earnings.
   (*c*) Payment of cash dividends out of earnings of prior years.
   (*d*) Deduction of the amount of Federal income and excess-profits taxes for the previous year.
   (*e*) Payment of assessments by stockholders, or creation of paid-in surplus by contribution of stockholders.

Specify (by using red ink for distributions, or otherwise) whether each item represents an addition or a distribution.

2. Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable year. Any distribution made during the first 60 days of the taxable year shall be deemed to have been made from earnings or profits accumulated during preceding taxable years; but any distribution made during the remainder of the taxable year shall be deemed to have been made from the profits for that year to the extent that such profits are sufficient. (See Article 1541.)

3. If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326 (a) (2) of the Revenue Act of 1918.

4. The amount of Federal income and excess-profits taxes payable should be deducted as of the date when due and payable whether reserves have been set up on the books or not. (See Article 845.)

5. If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

6. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

7. In Column 6 enter the number of days remaining in the taxable year (including the date of change).

8. The net changes, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

	1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.	6. Number of Days Effective.	7. Adjusted Average. (Column 5 × Column 6 / Number of days in taxable year.)
1.	Loss for year			$	$		$ 28 300 99
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

SCHEDULE J—CHANGES IN INVESTED CAPITAL DURING PREWAR YEARS.

(Compute the net addition or reduction separately for each year. See instructions under Schedule H.)

	1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.	6. No. of Days Effective.	7. Adjusted Average. (Column 5 × column 6 / Number of days in year.)
1.				$	$		$
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							

SCHEDULE K—CHANGES IN INVESTED CAPITAL FROM END OF PREWAR PERIOD TO BEGINNING OF TAXABLE YEAR, NOT SHOWN IN SCHEDULE E.

(See instructions under Schedule H, so far as applicable.)

	1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.
1.	Loss 1916			$	$
2.					50 985 18
3.	Loss 1917				
4.					30 788 69
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

SCHEDULE L—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? .....

If so, attach hereto a statement showing for 1911, 1912, 1913, and the taxable year, separately, the facts called for in items (a) to (j) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234 (a) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case, set forth in detail—

(a) The various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule, inadmissible assets shall be valued at cost of acquisition except that if the taxpayer has in previous years been allowed a deduction on account of the fall in the market value of securities, such assets shall be valued at cost less the deduction allowed. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831-869, 931-934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the year and the amount held at the end of the year. In such case the amount of admissible assets may best be determined from (1) the balance sheet as of the beginning of the year adjusted with respect to the items in Schedules F and G, and (2) the balance sheet as of the end of the year correspondingly adjusted. But if at any time during the year a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case, show in detail—

(b) The computation of such amount.

State also—

(c) Amount of inadmissible assets held at beginning of the year.
(d) Amount of inadmissible assets held at end of year.
(e) Average amount of inadmissible assets held during year.
(f) Amount of admissible assets held at beginning of the year.
(g) Amount of admissible assets held at end of year.
(h) Average amount of admissible assets held during year.
(i) Sum of (e) plus (h).
(j) Percentage which (e) is of (i).

This percentage (j) for each year should be applied to the figures for that year appearing on line 7, Schedule H, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule H.

QUESTIONS.

KIND OF BUSINESS.

1. Explain below the nature of the corporation's business in sufficient detail to show in which of the following general classes of activities it falls:

(1) Agriculture and related industries, including fishing; (2) mining, quarrying, and related industries; (3) manufacturing; (4) construction; (5) trading; (6) transportation; (7) storage; (8) other services; (9) banking and insurance.

2. If the business falls in any of the classes from 1 to 5, state the special product or products handled; if in class 5, state whether wholesale or retail, or both; if in class 6, state whether rail, water, or other, whether general or local, and the special commodities (if any) transported; if in class 7, state the special commodities stored (if any) or the special kind of storage; if in class 8, state in detail the kind of service rendered; if in class 9, state the branch of banking or insurance engaged in.

3. In all cases state whether the corporation acts as principal (using its own capital) or as agent or broker (on commission) or as both.

(a) Main business: Exploitation of oil & gas "Lease" & by Brokerage

(b) Collateral businesses, if any: None

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

There are no "representative" concerns in such business as the company is formed to exploit oil & gas only. Exploit Producing Corporation, Longacre Building, New York, is the same office as this corporation is a similar corporation but we know of no others.

INCORPORATION.

5. Date of incorporation: March 12 or 14 1915

6. Under the laws of what State or country? New York

PREDECESSOR BUSINESSES.

7. If the corporation was not in existence during the whole of any one of the calendar years 1911–1913, is its business substantially a continuation of a business carried on during any one or more of those years? No. If so, give name under which, and address at which, the business was then carried on: —

ACQUISITION OF MIXED AGGREGATES OF ASSETS.

8. Did the corporation ever take over a going business or otherwise acquire a mixed aggregate of tangible property, patents and copyrights, and good will and other similar intangible property, and pay for such property in whole or in part with stock or other securities? No

9. If so, submit a statement showing—

(a) The name of the concern taken over (or from which the property was acquired);
(b) The nature of the assets and liabilities so acquired;
(c) The total par value of the stock issued therefor;
(d) The value at which such class of assets was carried on the books of the concern from which acquired (if obtainable submit a balance sheet of the predecessor corporation as of the date of acquisition);
(e) The value at which such item was entered on the books of the corporation making this return.

10. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state also the basis on which their value was determined and how they were paid for.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Do you own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding capital stock of another corporation or of other corporations? No

12. Is over 50 per cent of your capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your capital stock as well as over 50 per cent of the capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? No

14. Is this return a consolidated return within the meaning of Articles 631 to 638, inclusive, of Regulations 45? No

15. Affiliated corporations as indicated in 11, 12, or 13 above must comply with the following requirements:

16. If the answer to question 11 is "yes," submit a statement showing for each of the corporations over 50 per cent of whose stock is owned or controlled by you, either directly or through closely affiliated interests or by a nominee or nominees—

(a) The name and address;
(b) The total par value of the outstanding capital stock at the beginning of the taxable year, and the date and amount of each change therein;
(c) The total par value of such outstanding capital stock owned or controlled by you at the beginning of the taxable year, or at the date of acquisition if acquired during the taxable year, and the date and amount of each change therein.

17. If the answer to question 12 is "yes," state—

(a) The name and address of such corporation or corporations;
(b) The par value and percentage of your stock held by each.

18. If the answer to question 13 is "yes," submit a statement showing—

(a) The names and addresses of such corporations;
(b) The name or names and address or addresses of the owning or controlling interest or interests;
(c) The total par value of the outstanding capital stock of each corporation at the beginning of the taxable year, and the date and amount of each change therein;
(d) The total par value of the outstanding capital stock of each corporation owned or controlled by each one of the several individuals or partnerships at the beginning of the taxable year, and the date and amount of each change therein.

19. If the answer to question 14 is "yes," the information furnished under 16 and 18 should identify the corporations included in the consolidation.

20. If one corporation owns 95 per cent or more of the stock of another, or if 95 per cent or more of the stock of two or more corporations is owned by the same individual or individuals in substantially the same proportion, a consolidated return must be filed, except that the limitations as to consolidation under Article 635 must be observed. If the ownership is less than 95 per cent, but exceeds 50 per cent, the parent corporation or principal corporation of any group of affiliated corporations must furnish the information called for above and in addition must file a statement fully disclosing the details of affiliation other than stock ownership and all other information which will be helpful in determining whether or not a consolidated return should be filed.

VALUATION OF CAPITAL STOCK.

21. What was the fair value of the total capital stock of the corporation as determined in the last assessment of the capital stock tax (if any)? $ Valueless Date of last assessment: Dec 31 - 1917

LIST OF ATTACHED SCHEDULES.

Make below a list of all schedules attached to this return, giving for each a brief title and the schedule number.

Schedule C Balance Sheet 12/31/18 and 1/2/18
A 2 Cost & value of Plant 1918
A 1 1918 Earnings
A 12 Officers
A 13 Officers Compensation

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is to the best of his knowledge and belief a true and complete return made in good faith pursuant to the Revenue Act of 1918 and the Regulations issued thereunder.

Sworn to and subscribed before me this ..... day of ..... 19....

Seal of officer taking affidavit.

(Official capacity.)

President.

Treasurer.

OFFICES OF THE
D. W. GRIFFITH
ATTRACTIONS
LONGACRE BLDG.
BROADWAY AND 42ND STREET.
NEW YORK CITY
TELEPHONE: BRYANT 5293-5294

THE BIRTH OF A NATION

INTOLERANCE

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

March 14, 1919.

Messrs. Saenz & Mai,
Buenos Aires, Argentine

to

WARK PRODUCING CORPORATION, Dr.
New York City.

- -

Rights to motion picture production known as D.W. Griffith's "intolerance" for South America, Central America, Panama, Canal Zone and entire West Indies . . . . . $24,500.

Less deposit already paid, ... $5,000.
Balance due on Rights. . . . $19,500.

2 cases of Motion Picture Films . . . . . 3,000.

Total Amount due . $22,500.

Paid by check
Mar 24 1919
Returned to
Bank file of Paid Checks
3 copies in with
Contract
of Sale Rights
A.H.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

March 15th, 1919.

Mr. D. W. Griffith
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

We have this day requested the Famous Players-Lasky Corporation to forward you an additional check of $30,000.00 out of the undivided profits of "Hearts of the World," and trust this will reach you in due time. After this payment has been made to you and an equal amount to the Famous Players-Lasky Corporation, they have still on hand $15,000.00 in undivided cash, available for distribution.

Very truly yours,
"HEARTS OF THE WORLD"

Auditor.

E/W

FAMOUS PLAYERS - LASKY CORPORATION

Paramount Pictures - *Artcraft Pictures*

LASKY STUDIO

1520 VINE STREET

HOLLYWOOD, CALIFORNIA

March 15, 1919.

Mr. D. W. Griffith,
4500 Sunset Blvd., City.

Attention of Mr. E. C. Bidwell.

Dear Mr. Bidwell:

We have your bill of March 11th, containing amongst other things one negative copy of The Greatest Thing In Life, 6864 feet, at 10¢, amounting to $686.40.

Will you kindly give us your authority for this charge as we have no record of the order in this office?

Yours very truly,

Frank A. Garbutt.
R.

FAG:GR.

Zukor advised Garbutt to pay per Banzhaf telegram 3/22/19

#84

THIS AGREEMENT, made and entered into at Los Angeles, California, this 17th day of March, 1919, by and between R.A. O'NEAL, party of the first part and DAVID W. GRIFFITH, party of the second part,

W I T N E S S E T H THAT:

The party of the first part is the author and owner of two original stories, - one entitled; "Millions Vs. Mudpies", and the other entitled : "A Negro For a Day", and

WHEREAS, the party of the first part desires to transfer the world's motion picture rights to said stories to the party of the second part, and

WHEREAS, the party of the second part is a motion picture producer and desires to purchase the world's motion picture rights to both of said stories:

NOW, THEREFORE, the party of the second part agrees to pay to the party of the first part the sum of four hundred dollars ($400.) for the motion picture rights of both stories mentioned above, payable as follows: Three hundred Dollars ($300.) to be paid upon the execution of this contract, and One Hundred Dollars ($100.) to be paid when the party of the first part shall revise to the satisfaction of the party of the second part the story entitled: "A Negro For a Day".

Theparty of the first part hereby delivers the story entitled: "Millions Vs. Mudpies" and surrenders all rights, title and interest in and to its motion picture rights,

IN WITNESS WHEREOF, the parties hereto have duly executed these presents this 17th day of March, 1919.

R.A. O'NEAL
Party of the first Part.

DAVID WARK GRIFFITH
Party of the Second Part.
Per E.C. Bidwell
mgr.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MILLIONS VS. MUD PIES.

Col. Cassius M. Clay of Kentucky is a widower and 80 years old. He has two sons, both prominent bankers and two married daughters, all of whom are prominent socially and financially.

He owns several thousand acres of Blue Grass land and the largest herd of pure blood cattle in the State. His imported stock is known far and wide. Col. Clay was once a diplomat to a foreign country, and he was known for his sternness of character and his iron will. His wife had been dead twenty years and he occupied the great family mansion alone with his servants.

He had long since retired from active business, and his sons, while recognizing their father's shrewdness in days gone by, nevertheless kept an eye on him as they thought proper at his advanced age. To this the old Col. made strenuous objections, claiming that he was perfectly able to look after his own affairs.

Chief among the white servants in the Colonel's employ were Malinda Slocum and her young daughter Sally. They occupied a shack in the rear of the mansion and were looked upon as the favored servants.

They were what the negroes of the plantation call "poor white trash." Still Malinda and Sally Slocum were indispensable to Col. Clay's household. Sally was a gangling girl of 17 and had steadfastly refused to go to school or to wear shoes. (Something on the Sis Hopkins order, only more so.) But she was ever kind and gentle to the pigs and ducks and nursed every motherless calf back to health and strength by teaching them to feed from the bottle. In this way she was looked upon by Col. Clay as of great value. She would climb a tree to get a pet chicken that happened to fly up, out of harm's way of the cat, and would ride after the cows on a horse without saddle or bridle.

But Sally, in her simply childish way, had a sweetheart, an ignorant greenhorn of a boy about her own age, Rolly Crockett, who lived with his parents as tenants on an adjoining plantation. Rolly was a worthless sort of a chap who also refusedto go to school as most of the "poor white trash" in that locality did. On account of his shiftlessness, Col. Clay had told him to keep away from his house, partly because Rolly threw tocks at his blooded cattle and more particularly because he did not want him to be courting Sally. One day the Colonel saw Sally wading in a mud puddle and making mud pies, and called her up on the veranda where he was sitting. She stuck one finger in her mouth and twisted her calico dress with the other hand and approached him in her awkward manner.

"Sally, I have been thinking of getting a teacher for you from the city" said he. "I don't want no teachin', sir" she replied. "Would you not like to be taught to speak properly and wear shoes?" he said. "Naw, shoes hurtmy feet, I don't like 'em" said Sally. "Rolly don't wear no shoes."

"I want you to let that scallawag of a Crockett boy alone, I don't want him coming around here," said the Colonel angrily.

The next day when the Colonel drove in from the city he had with him a lady teacher for Sally and a pair of shoes for her. He called Sally and presented the teacher, saying "This lady will give you lessons each day. And Sally, go wash your feet and put on these shoes."

Mrs. Slocum was requested to conduct the teacher to her room and to see to it that Sally was punctual each day for her lessons. Presently one of the negro boys that worked round the house came in carrying Sally's shoes and told the Colonel he had seen Sally hide them in the hay loft.

When Sunday came the Colonel's sons and daughters and their families always came over to the big mansion for their family dinner.

When they were told that the strange woman was Sally's teacher, they shot glances at each other, but when they noticed Sally's new shoes, they with-

to the parlor for a confab. They decided, however, to say nothing. When dinner was announced and a plate was arranged for Sally at the family table instead of in the kitchen where she had always eaten, they were dumbfounded. Still they said nothing. Presently Sally's shoes began to pinch her feet and in reaching down to unlace them she upset her plate in her lap. The dinner ended right there and the guests left the table. The old Colonel, however, was not one whit embarrassed and slowly arose and walked to his big chair on the veranda. The sons and daughters were in close and earnest conversation in the house. Finally they filed out and faced their father and demanded to know what he meant by his actions toward that "dirty faced brat". The Colonel told them he was thoroughly capable of taking care of himself and refused to discuss matters further. Whereupon they left. In the meantime Sally had escaped from the table and hunted up Rolly, who was always hanging around the barn, and together they crept up behind a huge rose bush and stood watching the controversy.

When the sons and daughters had left and were getting into their automobiles, Rolly and Sally pelted them with apples they had picked off the ground. When the Colonel saw this, he rant out and ordered Rolly off the place and led Sally back to the porch. She came with him limping from a blister on her heel made by her new shoes.

When they had become seated, the Colonel in his big chair and Sally astride the railing of the veranda, the Colonel said to her "Sally, how would you like to become a real lady and take a long trip, and ride in automobiles and wear fineclothes?" "Would I have to wear shoes?" she answered. "Cause these blisters are a fright." "Of course you would wear shoes, all ladies do. I want to marry you, Sally, and try and educate you," he said.

At the mention of marriage Sally fell off the railing and turned a somersault and made a bee-line for the barn.

Just then Mrs. Sleeum came around the corner of the house and the Col-

onel stoppe d her. He told her of his lonliness and his desire to marry Sally, whome he wished as a compantion only in his old age.

Mrs. Slocum, in her dense ignorance, having been the Colonel's servant for so many years, could see nothing wrong and promised to speak to Sally.

When Sally had run to the barn after the Colonel's proposal, she placed her fingers to her lips and gave a strange whistle thatshe knew would bring Rolly if he were any place near. Since they were children together that whistle had been their secret call, one to the other.

No sooner had the sound died away than Rolly's head was seen sticking through a hole in the barn where a board had been broken off. Sally ran to him much excited and told of the Colonel wanting to marry her.

At first she teased him and appeared glad and then she fessed up and declared she would not. However, Rolly was much disturbed and sulked all day. The teacher had reported to the Colonel that she was having a hard time getting Sally to take her lessons and stated that Sally would hide her books.

The Colonel's aristocratic sons and daughters were much disturbed, not knowing what their father might do, or what he meant by his strange actions toward Sally. They were fearful lest some hint asto his conduct might get out among the neighbors. The next Sunday came and they decided not to make the usual visit to their father's home lest they witness another scene like last Sunday. Church was about ready to begin, the pastor had taken his stand at the pulpit, Bible open before him, when the Colonel's big car rolled up and stopped, and he assisted Sally out and as she took his arm they marched down the aisle to the pew the Colonel had occupied for forty years. All eyes were upon them. The pastor almost choked as he read the scriptures, and the Colonel's sons and daughters, who sat directly opposite and facing their father, heaved sighs and shot glances at each other, and before the sermon was over could stand it no longer and got up and left the church.

But few of the congregation heard the sermon that day. All eyes were on Colonel Clay and Sally and the pastor, taking in the situation, made his sermon very short indeed. The old Colonel noticed all this and became more determined than ever to run his own business. He left the church with Sally clinging tightly to his arm and limping from the blister on her heel. He also determined to hurry up matters by marrying Sally at once, so the very next day he secured a license and ordered the parson to come to his house.

His sons and daughters heard of this and came over for the purpose of stopping the marriage if possible. But he told them he was tired of living alone, saying he was marrying for companionship solely, reminded each of them that he had made them rich in lands and money, and he proposed to go through with the marriage. So, amidst gnashing of teeth on the part of his children, the marriage took place. The children left without congratulations, and Colonel and his bride started for New York on their honeymoon. In the big city, Sally was fitted out in all the finery of the great shops. True to his promise, the Colonel had provided separate apartments and treated Sally simply as a favorite grandchild.

He lavished everything possible upon her. He would read to her for hours at a time, and in a kind and affectionate way would correct her manner of speech, and would watch lovingly as the modiste fitted this gown or that, or the hairdresser did her hair. Still he could not help but see the far-away look in the child's eyes or the shrinking away from him as he came near her. The sons and daughters at home were dumbfounded. They set about to find a way to get them apart. At last they sent for Rolly Crockett to come to the bank. When he appeared they noticed his downcast and woebegone look and knew that he was thinking of Sally. They gave him a position in the bank, dressed him up and had him come and live at their home. Then they drilled him in the part he was to play. Rolly, while he had no schooling to speak of, was an apt chap to learn and made a valuable help around the bank.

They had him go to a special school at night and when they had him schooled in dress and manners they gave him a roll of bills and the address of the Colonel's hotel and sent him to New York.

When Rolly arrived in the big city he almost choked with wonderment. He stopped at the same hotel at which the Colonel and Sally had taken quarters but took good care to keep out of their sight. He did not wish to be seen yet. He saw them go out and in, get into the big automobile and ride away, but he knew that Sally was not happy. When his stay was over and he had seen all the sights, he watched in the lobby for them to come down to dinner.

Rolly had his grip packed and waiting at the cab, and then sauntered into the lobby. Going close up to the dining room entrance he put his fingers to his lips and gave that strange whistle that Sally knew so well. She gave a jump that almost upset the table, fell over her chair and practically cleared the table of its contents.

When she arose she made a run for the door and Rolly grabbed her by the arm, and together they rushed for the waiting cab and were driven post-haste to the depot. They just made the train, showing Rolly had timed himself well.

Two days after their arrival hom the Colonel came dragging himself in. He set about at once to make arrangements to have his marriage to Sally anmulled. When this was done he sent for Sally and Rolly and told them that they were free to marry if they wished. Rolly, who had grown to be quite a likeable young fellow said he would be glad to marry Sally when he could afford to keep her. The old Colonel then informed the young folks that they need not wait longer, that as a wedding gift to them he had set aside one half of his great farms well stocked and sufficient money to make them independent. He took them both in his arms and blessed them.

Several years later we see the old Colonel, feeble but happy, in his big chair with Sally's and Rolly's children playing in his lap, and the happy

#7

husband and wife reading nearby.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#8

SUPPLEMENTAL TO "MILLIONS VS. MUD PIES".

After the Colonel and Sally were married his sons and daughters made every effort possible to get them apart. They consulted their beighbors as to the feasibility of trying to have the Colonel declared incompetent, but were told that no court in the State would dare take such a stand against this Czar of the mountains.

They also failed to find any man of influence that would swear in court that the Colonel was not capable of transacting his own business. It was then suggested that they kidnap them both and hold them until such time as the Colonel would listen to reason. All this news was quickly communicated to the old Czar and he forthwith organized a band of his workmen and stationed around his place armed with every conceivable kind of weapon from clubs to modern high powered rifles and gave them strict orders to shoot any man or woman who dared cross the dead line, whether their name be Clay or whatnot.

This state of affairs continued for some weeks when finally the Colonel and Sally stole away in the night and boarded the train for the East.

****

After Sally had left the Colonel in the big hotel and came home with Rolly Crockett, the Colonel's first sight upon walking up the great lawn to his home was to see both Sally and Rolly sitting astride the comb of the big barn both bare-footed. Sally having discarded her silks and jewels and other finery donned her little calico so near and dear to her heart. The Colonel upon seeing this, rested his head upon his arm as he leaned against one of the greattrees, gazing at the sight before him. He then and there realized the great mistake he had made.

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

March 17th'19.

Attention Mr. Bidwell,

D. W. Griffith Studios,
#4500 Sunset Boulevard,
Los Angelew.

RE: Payroll Report EY 060651 "Ocean"

Gentlemen:-

Enclosed you will find Payroll report blank, which we ask that you kindly complete by giving us the actual wages expended by you during the period January 1st to March 1st'19, attaching your signature and returning same to us at your very earliest convenience, and oblige,

Very truly yours,

J. W. KAYS COMPANY, INC.

By N. W. Campbell

Encl.

CALIFORNIA THEATER
MARKET STREET REALTY COMPANY, OWNERS
MARKET & FOURTH STREETS, SAN FRANCISCO
EUGENE H. ROTH, MANAGER

D. F. 3/17-19

D. W. Griffith Esq
Hollywood Calif

My dear Mr Griffith

I have the pleasure of introducing the bearer of this letter, the Hon. Congressman Jno. I Nolan - who is anxious to take up a matter with you personally -

Any Considerations extended will be much appreciated by Mr Nolan

Yours Very Sincerely

Eugene H Roth -

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Shelbyville, Ky.
March 18, 1919.

Mr. D. W. Griffith,
Los Angeles, Cal.

Dear Cousin David,

We hope you recieve the pictures in due time and that you get as much inspiration from them as we did pleasure in getting them.

We were longer getting them together than we hoped to be, but during the few sun-

shiney days, we have had lately, part of our force decided it was a good time to have the 'flu'. It has rained enough here lately so we can easily sympathize with the 'dough-boys' in France.

It was practically impossible to find black woods people in corresponding dress in Shelby County.

The first picture No. 1 a group of Mt. Eden school children is as typical as we could find.

COLLECTION

No. 11 - is an old fashion 'What Not'.
No. 13 - a hand made hair wreath.
Nos. 14 - 18 are pictures of a typical back woods home, where we found the old time school bench by the back door. Yet even there they had a telephone, rural delivery, and a victrola.
No. 23 - General Bell's (deceased) old homestead. We sent you his picture in group, taken at the homecoming celebration about thirteen years ago.
No. 24 - His last home.
No. 25 - Family clock, age unknown.
No. 27 - Hand made loom found in kitchen No. 26. Loom 125 years old.
No - 30 - At one time an old Virginia Fort.
No. 31 - The last of its day in Shelby County.
Nos. 37 - 45 - An old stone house built when this part of Ky. was a

part of Virginia. The picture of the immense center hall with the old closed stair way and double back door with bar across them was not good.

As Bill will show we had work done by a Louisville photographer as the only photographer here was too busy at the time to do it.

Father has sold the farm and we are living in Shelbyville for the present. He expects to visit Uncle

Fletcher this summer and inspect California as he thinks he would like the climate there.

Many good wishes for the success of 'The play.'

Sincerely yours,
Rebecca & Mary

1018 West Main St.,
Shelbyville, Ky.

ADDRESS REPLY TO
DEPOT QUARTERMASTER
SEATTLE, WASH.

WAR DEPARTMENT
OFFICE OF THE DEPOT QUARTERMASTER
SEATTLE, WASHINGTON

Deputy Chief Supply Depot, Washington.

March 18, 1919.

NO.

FROM: J. T. Watson, Colonel Infantry, formerly Commanding Officer, 82nd Infantry.

TO: D. W. Griffith, Hollywood, Los Angeles, California.

SUBJECT: Singing Trophy.

My Dear Mr. Griffith:

I wrote you some weeks ago thanking you for the Singing Trophy presented by you to the 82nd Infantry for winning the Division Singing Contest in December, 1918. Since that time I have been placed on Detached Service and ordered to Seattle as District Recruiting Officer for the Army.

I wish to express to you my appreciation of your action in presenting this cup, and take this occasion, now that I am no longer connected with the Division, to do so. It was a splendid idea, and the knowledge that there was to be a Trophy of this kind enabled me as Regimental Commander to encourage and stimulate the interest in singing in the regiment, and to obtain very satisfactory results.

Thanking you again for your generosity in this matter, I am

Very respectfully,

J T Watson

JTW:WH

March 18, 1919

Mr. Fulton Brylawski,
Jenifer Bldg.,
Washington, D. C.

Dear Mr. Brylawski:

I am enclosing herewith typewritten synopsis of Mr. Griffith's forthcoming Artcraft Picture entitled "The Girl Who Stayed at Home."

Two copies of this picture were sent to you on March 11th . Will you kindly take the necessary steps to have this picture copyrighted?

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

#89

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THIS AGREEMENT, made and entered into, at Los Angeles, California, this 18th day of March, 1919, by and between EDWARD ROBERTS, party of the first part, and DAVID WARK GRIFFITH, party of the second part;

W I T N E S S E T H T H A T :

WHEREAS, the party of the first part represents that he is the author and owner of a certain original story entitled: "THOU ART THE MAN"; and,

WHEREAS, the said party of the first part desires to transfer the world's motion picture rights of said story to the party of the second part; and,

WHEREAS, the party of the second part is a motion picture producer and desires to purchase the world's motion picture rights to said original story.

NOW, THEREFORE, in consideration of the premises and the payment of ($500.00) five hundred dollars, by the party of the second part made to the party of the first part, receipt whereof is hereby acknowledged, the party of the first part hereby conveys to the party of the second part all his right, title and interest in and to the motion picture rights to the said story "THOU ART THE MAN", and the party of the second part is given the liberty and privilege to change, modify or alter said story as he may elect.

IT IS FURTHER AGREED, by and between the parties hereto that there shall be no publicity issued in connection with this story until such time as the party of the second part is ready to produce the said picture.

The party of the second part agrees to give the party of the first part due credit on the film for the authorship of this story, but the party of the second part is given permission to also use the name of another individual in connection therewith, if he so desires.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents the day and year first above written.

(Sgd) EDWARD ROBERTS
Party of the First part

(Sgd) DAVID WARK GRIFFITH
Party of the Second part

BY: E. C. BIDWELL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"THOU ART THE MAN!"

by

Edward Roberts and Miles Overholt.

This is a modern drama, paralleling to a marked extent one of the most absorbing and intensely dramatic narratives in the Old Testament, the tragic story of David and Uriah's wife.

The development of the plot is interwoven with visualizations of those chapters of the bible which vividly tell of David and Bath-Sheba's adultery; of the slaying of Uriah; of David's indictment by Nathan, the Prophet, through the touching parable of the ewe lamb, followed by the damning accusation, "Thou Art the Man!", of David's confession; and of the dire afflictions that followed his transgressions, and of his humility and bitter contrition as evidenced by the XXXII and LI Psalms, which David composed at this period of his life, and than which no more stirring expressions of soul anguish have ever been uttered by man.

SEE SECOND SAMUEL, BEGINNING WITH CHAPTER II.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"THOU ART THE MAN!"

by

Edward Roberts and Miles Overholt.

The Rev. Daniel Nayton, a benevolent and impoverished village pastor, living alone with his ward, Howard David, a youth who has shown marked aptitude in chemistry, takes stock of the little larder and makes the appalling discovery that there is not enough food in the house for another meal.

His frock is frayed and worn. It is years since he has had a new one. His hat is old and decrepit. His meager salary has for years been divided between the needy of the village and paying for the boy's education. To the boy he is both father and mother and rears him with religious care and tenderness.

The minister takes his watch from his pocket; then, almost as if ashamed, puts on his hat and walks by a devious route down to the village pawnshop and borrows a few dollars on his gift timepiece. With the newly acquired wealth, he buys some groceries and the young ward is none the wiser.

Young David idolizes his foster parent, and from his earliest boyhood listens in rapt attention to the reading of the bible by the minister. The story of King David, the shepherd boy who became the great king of Israel, impresses him mostly because he bears the same name and through frequent readings the life of King David becomes as familiar to him as his alphabet. Often at the evening fireside the

boy and his guardian would discuss the good book and the latter would tell David that he too might become as great a man in his way as King David, but cautions him against the mistakes of the great king.

The uppermost thoughts in the mind of young David are to follow in the footsteps of his guardian and be as goodly a man as he, and to some day perfect a great chemical process. The great need in America for a textile fabric dye has fired his ambition and he has been experimenting along this line.

While sitting there that evening, David asks of the minister the time, and instinctively the hand of the latter goes to his pocket, and then quickly he hastens to cover his confusion--but too late. David quickly grasps the situation and sorrow fills his breast as he observes too the frayed edges of the preacher's frock. More particularly so when the latter tells him that he must attend a church gathering a few nights later and asks the young man to be present.

Young David, wrapped in thought after the minister has retired, wonders how he can raise money with which to buy his beloved guardian a new frock, so that he may attend the church social without being embarrased because of the worn condition of his apparel.

He determines to leave no stone unturned to secure the money. The next day he visits the most prosperous of his guardian's parishioners but one after another offer him excuses for not being able to contribute. As the day is nearing its close, David walks abstractedly homeward, dejected and saddened by his failure.

Young David, of a studious and retiring disposition, has made but one so-called friend in the village, a lad named Snowden, a grocery clerk, to whom David had spoken kindly and for whom on one or two occasions when the grocery boy had come to deliver at David's home,

he had performed some simple tricks in chemistry, which had evoked the boys awe and admiration. Snowden, who has been a rather shiftless lad, and much given to bragging and boasting looks upon David as a sort of superior being and is flattered by the kindnesses David has shown him. Knowing David has remained aloof from the boys of the village and in order to impress him, tells the young inventor that he earns lost of money, and noting the apparent poverty of the little home, boastingly offers to let David have any money he may want at any time.

As David walks home he is maddened by the thought that this is the first time he has ever had a chance to return even in a small way the many sacrifices his guardian has made for him. Suddenly he thinks of Snowden and in desperation goes to him. Snowden, boastful as ever, tells David the $25 he needs is nothing, and that he will bring it to him in less than an hour.

Snowden goes to the grocery, to which he has a key, goes to the till and takes some money therefrom. Then he hurries to David's house and gives him the money. David is unable to express his gratitude, tears fill his eyes and he tells the boy he will never forget what he has done for him.

Next day David goes to the city and secures the frock. The evening of the social he presents the minister with it and the old man is almost overcome. Pressed with inquiries as to where he secured the money, David, in order to further add to the happiness of his guardian, tells him that a number of his parishoners furnished the money but asked that their names be withheld. David does not know that the Showden boy stole the money. Proudly the minister goes to the church

function and displays his new frock. David also attends.

Soon after David goes to the nearby large city, of which the village is a suburb and obtains employment as a chemist in the laboratory of a textile mill and his guardian continues continues in the village caring for his flock and ministering to the needs of the poor. One of his special self-imposed tasks is visting the inmates of the jails and prisons of the locality. Visiting the reform school one day, the preacher comes across the Snowden boy and on inquiry finds that he has been sent there for stealing money from his employer. He talks with the boy and in his kindly way finally prevails upon the latter to tell him about his theft and what he did with the money. The boy tells him that among his peculations was one of $25, which he gave to David but that David did not know the money was stolen.

Quickly the minister realizes that the money went to purchase his new frock and that David had told him a white lie in order to add to his happiness. Taking his meager hoard, the preacher returns the money to the grocer and together they work to secure Snowden's release. The boy disappears from the locality and the minister keeps from David the fact that he has learned where the money for the frock came from.

Meantime David has persisted with his experiments and finally succeeds in perfecting a dye that will free America from dependendy on Germany and gives promise of revolutionizing the textile industry of the world. His first thought is to tell his benefactor and the minister is overjoyed. David's employers take up his process, the factory is enlarged, the industry spreads to enormous proportions and David is put in entire charge of the institution.

Meanwhile Snowden, drifting about, has led a checkered career, barely managing to keep out of prison. He succeeds in winning the love of a beautiful girl and assuming the name of Ouray, marries her

and they move to the city where David has made his great success. Ouray determines to try and lead an honest life and obtains employment at the great plant of which David is the managing director. Ouray moves into one of the little houses erected by the company for its employes. David, who has nothing to do with the hiring of workmen, does not see Ouray, nor does he recognize the name since it has been changed from Snowden.

David absorbed in his work finds no time for social duties. With women he is distant and aloof and takes no interest in their existence. His only recreation are the letters brimming with joy and happiness that pass between him and his beloved guardian. His private office, study and laboratory on the top floor of the big main building of the plant, look out over the courtyard and across the roofs of the company houses. Here David spends many hours, night often finding him there alseep over his work.

One day, while gazing abstractedly out over the grounds, David beholds through the window of one of the company houses, a beautifully formed woman at her bath. The curtain is up and David gazes at her in wonder and amazement. Never before has he seen such an alluring, such a wonderful sight. For a minute he gazes at her enraptured. Then she draws down the blind--and David staggers back to his desk.

He tries to put the vision of the nude woman from his mind but it persists in returning. All efforts to put his mind to the task before him prove unavailing. Suddenly it comes to him that he has quite by accident, stepped into the path of King David, and he vizualizes how King David walking on the roof of the king's house sees Bath-Sheba, the wife of Uriah the Hittite, at her bath, as recorded in the Second Chapter of the Second book of Samuel.

Fearsomely he tries to put aside all thoughts of the woman but her vision returns and what had been admiration for her beauty turns to inflammed passions and he determines to seek her. He makes inquiries and learns that she is the wife of James Ouray, a laborer employed in the factory.

He walks past the house in the hope that he may again see her but fails. He finally determines on an excuse to call at the house. He tells her that he is looking over the company houses to see that they are sanitary--that the residents are comfortable and happy.

He orders improvements in the house and yard and finds more excuses for calling. With each visit his love for the woman grows. He showers gifts and favors upon her, unbeknown to Ouray. He attempts to press his attention, but she holds him aloof, explaining that even though she might care for him, she cannot tolerate the thought of any duplicity toward her husband and begs David to try and forget her.

David's desire for the woman now completely encompassing him, he concludes that the only way he can win the woman is to get rid of the husband. This he determines to do at all hazards, his work, his experiments now being but secondary to his love for the wife of Ouray.

Deliberately David goes about the downfall of Ouray. He enlists the services of one of his most susceptible workers, and a friend of Ouray, to paint for the husband pictures of wealth. The worker, Hicks, by name, tells Ouray that in David's office is the formula for a new perfume that is worth many thousands of dollars, and if they can secure it they will become rich in a few weeks. He shows Ouray a forged letter in which a reward of $50,000 is offered for a new odor in perfumery.

~~in penitentiary~~. Despite his determination to go straight, Ouray finally falls, and the robbery is planned.

Hicks, ~~who~~ in arranging the details of the robbery, forgets to reckon on the night watchman, who interrupts the two men at their work , and Ouray in making his escape shoots the watchman but does not kill him. The two men are captured by the police who had been warned in advance. Hicks turns state's evidence and goes free, after receiving $5,000 from David. Ouray is sent to the penitentiary for twenty years.

Meanwhile, during the time the robbery is being plotted, David continues to send flowers and other gifts to Mrs Ouray, who ~~[illegible]~~ flattered by the attentions of the wealthy inventor, accepts them. When Ouray's crime and sentence is made known, David pretends sympathy for the wife and does all he can to console her. The ardor of his suit increases as time passesand the wife, left alone and dependent is forced to accepts David's kindnesses. He finally prevails upon her to secure a divorce and marry him.

The minister is asked by David to perform the marriage ceremony and gladly he comes. He is charmed by the gracious sweetnessof David's wife to be and after the ceremony tells David how grateful he should be for the happiness that God has showered upon him. That night when David ~~returns~~ reaches the new home he has furnished for his bride, he sits down in contemplation of the fullness of his joy, when suddenly fears begin to assail him, for he recalls by what methods he has won his happiness, and there comes to him the vision of King David, and he sees Uriah sent into battle by the order of King David AND slain that the King might marry Bath-Sheba and thus cover his adultery , as related in Paragraphs 14 to 27, Chapter II, Second Samuel.

After his marriage David, who has for some time been supplying his guardian with ample funds, prevails upon the minister to give up his pastorate and invites him to come to live with him. The minister informs David that he does not need him but that there are men and women in prison who do need his help and he asks David if he will help with money to enable him to continue this work exclusively. David agrees to help and the minister becomes wrapped up in the work of spreading the gospel and good cheer among the inmates of jails and prisons.

On one of his ~~xxxxx~~ visits to the state penitentiary, the minister sees Snowden and at once recognizes him as the boy whom he had helped to free from the reform school and who had stolen the money with which David had bought the frock. Snowden again confides in him, explaining why he had changed his name to Ouray and how he again fell after determining to lead an honest life.

The preacher is astounded because he recognizes the name as that of the "widow" David has married, and putting two and two together he is appalled by the thought that David is now following in the footsteps of King David and he is almost broken hearted. He does not know that David plotted the trap that caught Ouray but he realizes that Ouray first fell because of a kindness to David, and he is beset by suspicions which he tries to put aside.

~~The old minister sets about seeking the release of Ouray~~

~~David reads in a newspaper~~

David, too, worries over the vision of King David, but he tries to cast off his feeling of morbidity and enjoy the love that has come to him. His wealth grows and with it his power and influence in technical and business circles. Then, to crown his great happiness a son is born.

The minister sets about seeking the release of Ouray who has promised to reform. David reads in a newspaper that the Rev. Daniel Nayton is seeking a pardon for his wife's former husband and angered he immediately sets about to forestall any such action. When the old man calls upon David a few days later, David tells him that Ouray is an incurable crook and should serve his term. David does not suspect that the preacher knows or fears he has railroaded Ouray to the penitentiary, and the minister hides this from his former ward, also the real story of the money for the frock.

The preacher begs David to have a merciful heart and insists that Ouray should be pardoned. David charges him with interfering with his affairs and puts his attitude toward Ouray on the basis that he, David is bound to protect the interests of the mills. For the first time in their lives words pass between them, the scene grows intense and the broken old man departs for the old home, his heart torn by David's arrogance and sternness. He returns to David the checks which the latter has sent to him and ekes out an existence as best he can.

As the months go by, David's son instinctively turns from him. The mother meantime finds that she, too, has a sub-conscious sense of repulsion for her husband. She tries to analyze her feelings but is unable to account for her forebodings. She avoids David whenever she can. David's great love for his wife is the talk of those who know them. He lavishes gifts upon her, showers her with wealth, but both wife and child hold aloof from him, making but cold return for his ardent affection.

As time passes, the old preacher, struggling there in the little home town, grieves for David. He is growing feeble. He hears

no word from David since their quarrel, nor does he write to him.

With the passing of time it is plainly noticeable to those about them that the boy shuns his father. This is partly pre-natal inherited from his mother's instinctive dread of David.

His money squandered, Hicks returns and demands more cash from David. The first time David complies with his request. Hicks, soon learns of the attitude of Mrs David and her son toward David. He spends the money quickly and then goes to David for more. When David hesitates he taunts him with his wife and child's attitude toward him, and threatens to tell Mrs David what he knows if he does not get the money. The taunt enrages David, who forgets himself, and violently orders Hicks out of his office.

Hicks returns to his low companions and lays in wait for an opportunity to talk with Mrs David. David, his cooler judgment, reasserting itself, tries desperately to find Hicks to give him the money, but is unable to do so. Before he can find Hicks, the latter succeeds in talking with Mrs David and tells her the part David took in having Ouray sent to prison. This so grieves her that her instinctive shrinking from her husband turns to absolute dislike.

David, realizing that she must know what he has done because of her increased shunning of him, begins to lose his grip. His cup of misery is now full to overflowing, for despite his worldly success, sorrow and unhappiness cloud his life. Estranged from his beloved preceptor, shunned by his wife and son, whom he loved with all his being , he feels alone in the world. Beset by grief he finally goes to his aged guardian for comfort and sympathy.

There in the little house where he grew to manhood, he falls into the arms of the old man and begs for his advice and counsel. He

does not tell the minister of his part in railroading Ouray.

The old man listens patiently, overjoyed at the return of "his boy", and struggling within himself for the strength and courage to tell David what he knows and why God has seen fit to punish, him, David, in this way. Finally, he masters his emotions, and once more towering above David as he did when the latter was but a boy, he reaches for his bible and reads to David the parable of the Ewe Lamb in which the Prophet Nathan reveals to King David that his adultery with Bath-Sheba and his slaying of Uriah are known to God, ending with the tragic indictment: "THOU ART THE MAN". David vizualizes this scene from the bible.

Then the minister tells David what he knows of the taking of Ouray's wife and the part that David played in sending Ouray to prison He concludes by telling David that Ouray is none other than the boy Snowden and that Snowden had stolen the money with which David had bought the frock, and that he, Nayton, had known this for many years.

David is broken and overwhelmed. He begs the old man to point out a way to make amends for the great wrong he has done. He tells David that the only way he can find surcease is in a life of humble contrition and atonement like King David, who finally secured God's forgiveness, and that he must start by securing the release of Ouray.

David begs the minister to return with him to help him. Together they set about securing Ouray's release. At this David works frantically. His love for his wife and child have become greater in the realization of his own unworthiness. A full realization of his guilt now in his mind, he avoids intimacies with his family for fear of polluting them.

He succeeds in securing a pardon for Ouray, and through Nayton supplies him with money to make a new start, but the latter now a full-

fledged criminal through his prison associations, fails to lead an honest life.

With all his energy David devotes his life to deeds of benevolence. His philanthropies are widespread; he endows a college; he establishes milk stations for the poor; he visits the sick; he assists beggars. His fame as an inventor and scientist is overshadowed by his charity.

At home he makes no effort to approach his wife and son, praying and hoping that time and his contrite heart will soften the hearts of those he loves toward him. His wife treats him with silent contempt. The minister offers to intercede but David asks him to wait until God sees fit to open her heart. Whenever he enters the house his son runs to its mother. The boy even ignores the toys his father brings them. And David his heart full worships them from afar.

The minister, unable to longer endure the sight of David's woe, goes to David's wife, and in the hope of softening her toward David and lessening his deed in her sight, tells her that Ouray has been pardoned, but that his name never was Ouray, and that he had misled her and that she never was legally married to him.

Ouray, now an underworld habitue, again runs across Hicks and the latter tells him of the plot that sent him to prison. The two become companions and Hicks helps Ouray squander the money David had given him through the hands of the minister. His money gone, Ouray unable to secure more, determines to avenge himself on David. He learns of David's great love for the boy and this furnishes the cue. He determines to kidnap him.

Together he and Hicks secure the boy and carry him away to a

cabin in the mountains, not far from the city. The child's mother is bereft. David and the minister try in vain to console her. David institutes a widespread search for the child. He showers money on detectives, but a week goes by and no trace is found of the missing one.

A mysterious letter is mailed to David. It is from Ouray. The latter informs him that he has the child and that he is going to make a thief of him in revenge for what David has done to him.

David immediately spreads broadcast through the papers the offer of a fabulous reward for the safe return of the boy, but Ouray ignores the offer. Mrs David, heartbroken locks herself in her room and refuses to see anyone. David, his grief consuming him, goes through his business tasks aimlessly. The minister tries in vain to console them..

Another day passes and David almost bereft, goes out into the night alone, not knowing which way to turn. Abstractedly he starts up into the hills that lead into the denser mountains. For a day or money he wanders about half starved and almost exhausted.

David's absence alarms the minister and the mill heads and search is started for him. Mrs David knows nothing of his whereabouts, not having seen him since the day after the boy was kidnaped. The minister prevails upon Mrs David to go to the factory to allay scandal and portect her interests and those of her child, whom he assures her will be found. She goes and in various ways hears the stories of David's great philanthropies and of his contrition and attempt to make amends to Ouray, who would not lead an honest life. These things move her, her heart softens somewhat and she mourns for both her son and husband.

Meanwhile, David wandering about in the woods, spies Hicks

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

making his way up into the mountains. Instinctively David follows him for he associates him with his troubles. After some hours Hicks comes to a cabin, and David, hiding in a clump of trees sees Ouray open the door for him.

David watches, determined that his son is in that cabin. That night David, worn and spent, his clothes torn, waits for the dawn in hopes that an opportunity will then come to see the boy. While he waits morbid fears assail him and he visualizes King David's grief over the death of his son, Absalom, and he sees the great King's woe as he utters: "O Absalom, my son, my son."

With the coming of dawn Hicks leaves the cabin and before long the boy emerges from the shack, closely followed by Ouray. At the sight of his son, David, moved by an irresistable impulse, unable to restrain himself, dashes forward to be met by a savage onslaught from Ouray. They grapple and just as Ouray is about to hurl David over the edge of the peak, the boy grasps Ouray by the legs and Ouray stumbling slips over the edge, but in falling manages to grasp the stump of a tree and succeeds in getting back to the ground.

David meantime clasps the boy in his arms and flees down the mountain. Before he has gone very far Ouray reaches the cabin, secures a rifle and fires. David staggers---and falls, severely wounded, but struggling to his feet again he picks up the boy and totters onward into the dense forest. Ouray tries to follow him, but David manages to lose himself and the child in the deepening woods. Then, Ouray, fearing to go further, turns and flees.

All that day David, his wound gnawing at his side, staggers onward, sometimes carrying the boy, and at others leading him by the hand. At nightfall he can go no further and drops down from sheer

exhaustion. The boy falls asleep and David sits there tenderly holding him in his arms all through the night.

Long before daybreak, he is up and on his way again, carrying the sleeping boy. Every step brings added pain. The wound makes it almost impossible for him to walk, but he stumbles onward when until almost at the edge of the hills, he falls to the ground unconscious.

The boy, bewildered and frightened, runs from the woods and tells the first man he meets of his father's plight. The man recognizing the youngster hurries to David's home and there the boy tells the minister and his mother of what has happened and frantically begs them to go to David's aid. He pulls and begs his mother to hurry. A physician is quickly summoned and in an auto they dash to where David is lying. Mother and son bend over him in loving embrace as the doctor tells that the wound is not fatal and that David will recover. The child kisses the poor face of his father as the mother holds his head on her knee and the tears roll down the cheeks of the old minister.

###

TELEPHONE 1317 1318 BROAD

AGENTS IN ALL PARTS OF THE WORLD

CABLE ADDRESS: "MASSECO"
A. B. C.—LIEBER'S—SIMPLEX CODES USED

MASSCÉ & CO. INC.

CUSTOMS, INSURANCE AND FORWARDING AGENTS

JEAN MASSCÉ

BATTERY PARK BUILDING
21-24 STATE STREET
NEW YORK

WILLIAM MASSCÉ

March 18, 1919.

Wark Producing Corp.,
1476 Broadway,
New York City.

ATTENTION: MR. McCarthy.

Gentlemen:-

Confirming telephone conversation with the writer this morning, please be advised that your two cases of film will go on the SS "HOLLANDIA" instead of SS "SALTA" to Monte Vidia. Our truckman will pick same up this afternoon.

Very truly yours,

MASSCE & COMPANY, INC.

WM:HK

Vice-Pres. & Gen. Mgr.

Make Check Payable to

GEORGE M. FISHER, State Treasurer.

State of Delaware

Treasury Department

Dover, Del., _____ 191

RECEIVED PAYMENT
JUN 23 1919
GEORGE M. FISHER,
STATE TREASURER, DOVER, DEL.

D. W. G. Corp.

Corp. Tr. Co. of A.

Per _____

To THE STATE OF DELAWARE, Dr.

To Franchise Tax for year 1918, Due March 18 1919	75	00
Penalty - - - - - - - -		
To Franchise Tax for year 191 , Due March 191		

All Taxes Not Paid before the first of July next following date upon which they are due, are liable to a penalty of one per centum of amount per month from said July 1st until date of payment. This penalty should be included when making remittance.

Charters of corporations, two years in arrears for tax, ***Become Void***, by operation of law, upon the Wednesday after the third Tuesday in March.

☞ *Please return this statement with remittance to be receipted.*

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In Consideration *of the receipt, by the undersigned*

of -----Ten---------- *DOLLARS*

Alonzo De Remer and Viola J. De Remer, husband and wife,

of Los Angeles *County, State of* California, *do*

Grant to David W. Griffith

of Los Angeles *County, State of* California,

the real property in the *County of Los Angeles,*

State of California, described as follows: The West Twenty acres of the South half of the South East Quarter of Section Thirty-six (36) Township Three (3) North, Range Fifteen (15) West, S.B.M.

To Have and to Hold *unto the said grantee* his *heirs and assigns*

Witness our *hand* s *this* 19th *day of* March, *191* 9.

Witness to signature Alonzo De Remer
C. V. Almond.
E. L. De Remer

his mark
Alonzo De Remer
Viola J. De Remer.

State of California } ss.
County of Los Angeles

On this Nineteenth day of March, 1919

before me C. V. Almond

a Notary Public in and for said County, personally appeared

Alonzo De Remer and Viola J. De Remer,

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and official seal

C. V. Almond

Notary Public, Los Angeles County, California

Remer

Grant Deed

ALONZO DE REMER and

VIOLA J. DE REMER.

TO

DAVID W. GRIFFITH.

Date March 19th, 1919.

Los Angeles Title Insurance Co.
INCORPORATED AUG. 21. 1890
626 SOUTH SPRING STREET
LOS ANGELES, CAL.

57

Your Escrow No. 142897

Order No.

When recorded please mail this instrument to

Grantee
c/o Carl Sternlow
San Fernando
Calif.

RECORDED AT REQUEST OF
Los Angeles Title Ins. Co
APR 5 1919
At 8:30 A. M.
in Book 6806 Page 164
of Deeds
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By M. B. Clark DEPUTY

Fee $ 8/3

131 42

JOSEPH P. COTTON
14 WALL STREET
NEW YORK

March 19, 1919

Dear Mr. Banzhaf

I enclose the revise of the certificate of incorporation and by-laws in accordance with our conference of the 18th.

Herewith also a copy of the memorandum which the Pathe man left with me.

Very truly yours

J P Cotton

A. H. T. Banzhaf, Esq.
2 Rector Street
New York City

JPC..B
Enc

M E M O R A N D U M

We will furnish office room in each of our thirty exchanges for one or more salesmen, such office room to include desk or desks, the services of a stenographer, vault space for the storing of films, shelving for the storage of posters and other accessories, reels on which films are to be mounted, film containers, and shipping cases. We will supply such other facilities as are usually incidental to the renting of films to exhibitors, including film inspection, booking and shipping, billing and the collection of amounts due.

We will furnish the use of projection outfit in each of our exchanges where a projection outfit is maintained.

We will insure at your expense for such amount as you may designate all negative films and all positive prints made therefrom while in our custody.

We will manufacture such number of positive prints as you may require for exploitation in the United States and Canada at $40.00 per reel, which we will advance.

We will issue at our own expense such number of One, Three, and Six posters, together with slides, photographs, and special lobby displays, as may be necessary to properly exploit the respective subject.

The salesmen which you will place in our exchanges shall have full charge of the sale of your pictures, credit to be extended to exhibitors, deposits, cancellations, and our exchanges will give to your salesmen the fullest co-operation to facilitate their work.

All contracts received from your salesmen through our branch offices can be submitted to your central office for approval, if necessary.

Your representatives will be given free access to all correspondence, booking records, bookkeeping records, or other matter pettaining to your pictures.

We will collect all amounts due under contracts obtained by your salesmen and will make weekly accountings to you for the proceeds of such collections.

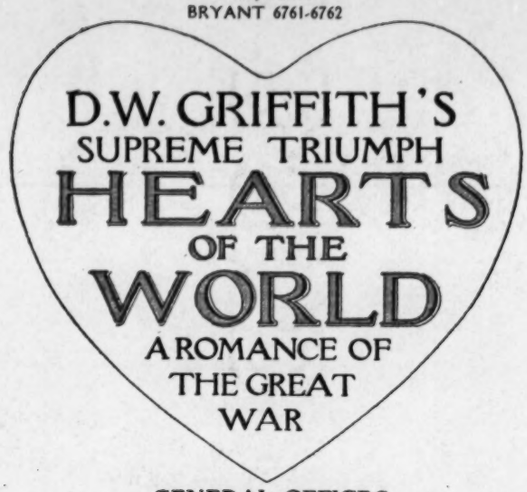
For our services in providing desk room for your salesmen and for the facilities furnished you for the distribution of your pictures we will make the following charges:

Weekly collections up to		$50,000.	. . . . .	15%
"	"	over 50,000.	but not exceeding $75,000.	14%
"	"	" 75,000.	" " " 100,000.	13%
"	"	" 100,000..	. . . . .	12%

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

March 18th 1919

Miss Wiener,
4500 Sunset Boulevard
Los Angeles. Cal.

Dear Miss Wiener,

I am enclosing a letter from Abe S. Guckenheimer of Savannah, Ga, the last paragraph of which I wish you would call Mr. Griffith's attention to.

I realise if this were carried out it would cause the Factory quite a goodideal of extra work and just what extra expense I do not know and of course it may be what we might term- disorganising their plans-but on the other hand if we do not meet these State Right Buyers at least half way, they will be more likely to run the film in a very bad condition which does not do Mr. Griffith any good.

I have ordered the Print that he speaks of in his letter by wire to Mr. Bidwell.

Please wire me Mr. Griffith's decision so that I can notify Mr. Guckenheimer and also return his letter for our file.

Very truly yours,

Albert L. Grey

March 20th 1919.

Travellers Insurance Co.,

Hartford, Conn. Re: #361365, David W. Griffith.

Gentlemen:

The F-4 Corporation, the beneficiary by assignment from David W. Griffith under date of June 21st 1916 of the above entitled policy, desires to assign said policy to another beneficiary with the consent of David W. Griffith upon whose life the policy is taken. Will you kindly advise me at once as to the procedure I am to take in having this policy transferred to the new beneficiary, and oblige

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/CD

March 20, 1919

Mr. T. L. Tally,
Tally's Broadway Theatre,
Los Angeles, Calif.

Dear Mr. Tally:

As per our telephone conversation yesterday, Mr. Griffith will be ready to commence his first picture for The First National Exhibitors very shortly and we will therefore require our first installment as per contract, amounting to $22,500.00 on Saturday, April 19th, 1919.

Very truly yours,

D. W. GRIFFITH STUDIO

By

Manager

ECB-W

ARTHUR S. WILLDIGG, ILLUSTRIOUS POTENTATE,
1237 CARROLL STREET, BROOKLYN, N.Y.
JAMES H. ROLLINS, TREASURER,
1326 PRESIDENT STREET, BROOKLYN, N.Y.
JOHN A. MORISON, RECORDER.
41 PARK ROW, NEW YORK.
MOSQUE TELEPHONE 4411 BEDFORD.

ANCIENT ARABIC ORDER
NOBLES OF THE MYSTIC SHRINE

KISMET TEMPLE

92 HERKIMER ST.,
OASIS OF BROOKLYN, NEW YORK

March 20th, 1919

7

D. W. Griffith, Esq.,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Noble Griffith:-

In accordance with your letter of the 13th inst., I return herewith our check for $10.00 to cover the amount paid twice.

Yours in the Faith,

John A. Morison
RECORDER.

JAM.LN.

Bellevue Hotel
Geary at Taylor St.
San Francisco
A.T. LUNDBORG - ERNEST L. DRURY
Lessees and Managers

$50

March the 20.1919.

My dear Mr:Griffith;

Please forgive me for bothering you but I haven't a friend an this world and I am here flat on my back after beeing ill with the cold for Fourteen days and broke to my last cent.

I want to ask you if you be so kind and generous and help me out with fifty Dollars so I can get back homee to Los Angeles. Please Mr.Griffith help me out and I still have some stuff left in the storehouse (draperies and etc.) as good quality as the furniture I sold you a few months ago and as soon as I get back home I shall take it out and sell same then I pay you back every cent of the Fifty Dollars.

Please Mr.Griffith be so generous and help me to get out of here and I shall never forget your wonderful kindness towards me. I am desperate and without a friend so do forgive me and help me out. If you do so please wire me the Fifty so I can start at once. Thanking you in advance and trusting that you may help me and that you will let me hear from you, I am

always with the greatest respect to you;

Albert W. Hale

Albert W.Hale. c/o The Bellevue Hotel. San Fran cisco,Cal.

March 21, 1919.

Mr. Lee Johnson,
Los Angeles, Calif.

Dear Mr. Johnson:

We wish to thank you most sincerely for the privelege you have extended to us in utilizing some of ~~the~~ your Chinese themes to be used in connection with our forthcoming Artcraft picture which we have produced under the studio number "D4".

This will be used in connection with other melodies as well, and the whole orchestration will be a musical setting for this picture.

We may print perhaps a hundred to a hundred and fifty copies of the orchestration and possibly a few additional books may be sold to theatre owners or operators, but only in connection with the exhibition of this picture.

This leaves you the right to publish the music in any other form that you may see fit in connection with which we give you permission to refer to ~~the~~ your melody as having been used in our picture - by whatever name the picture is finally released.

Yours very sincerely,

D. W. GRIFFITH STUDIO

Manager.

ALL COMMUNICATIONS DIRECT TO THE OFFICE.

JEAN MASSCÉ.
WILLIAM MASSCÉ.

AGENTS IN ALL PARTS OF THE WORLD.

CABLE ADDRESS: "MASSECO"
A. B. C.—LIEBER'S—SIMPLEX CODES USED

MASSCÉ & CO.

TELEPHONE 1317 1318 BROAD

CUSTOMS SHIPPING AND INSURANCE AGENTS
21-24 STATE STREET
BATTERY PARK BUILDING
NEW YORK

REF:

NEW YORK, Mar 21.1919 191

Messrs. A. H. Banzhaf
2 Rector St NY

Gentlemen:-

Enclosed you will please find:

Bill of Lading complete set

Invoice xxx

Bill of charges $ 31.51

Keys for film cans xx

Insurance certificates xx

covering: MC 1401/2--2 cs films

which we have consigned to: Bonino & Schroeder, Montevideo, Uruguay

per S. S. Hollandia

Goods are to be delivered to: Saenz & Mai, Buenos Aires

for account of Wark Producing Corp NY

Insurance { not effected / ~~effected~~ }

Charges to be collected: xxx

Thanking you in advance for your prompt attention, we remain,

Yours very truly,

WB

MASSCÉ & COMPANY

Per W B Allen

Secretary

Particulars of goods follow:

TRANSIT BOND

CABLE ADDRESS:
"MASSECO"

TELEPHONE:
1317-1318 BROAD

NEW YORK, Mar 21.1919

Messrs Wark Producing Corp

NY

Marks and Nos.
MC 1401/2
Buenos Aires
viaMontevideo

919

To MASSCÉ & COMPANY, Inc., Dr.

Forwarding, Customs and Insurance Agents

21 ~~PEARL STREET~~ STATE ST

MEMBER, THE STEAMSHIP FREIGHT BROKERS ASSOCIATION OF NEW YORK
MEMBER, THE NEW YORK PRODUCE EXCHANGE

TO CHARGES ON SHIPMENT

EX S/S Hollandia

Duties and Deposits					
Ocean Freight, Fwdg. Chges & Services	Min B/L.....$5.63 " Bkge etc	10	63		
Inland Freight, Fwdg. Chges & Services					
Foreign Charges					
Labor and Storage					
Entry, Clearance, Etc.		15			
Cartage		3			
Insurance					
Consular Fees	& translation & Cert Origin	2	88	31	51
War Tax Fees					
Prepaid Freight					
Telegrams, Cables, Etc.					
Freight Brokerage					

PAYABLE ON PRESENTATION

TELEPHONE 13917 13918 BROAD

AGENTS IN ALL PARTS OF THE WORLD

CABLE ADDRESS, "MASSECO"
A.B.C.—WARNER—SLATER CODES USED

MASSCÉ & CO.

CUSTOMS, INSURANCE AND FORWARDING AGENTS

LEWIS MASSCÉ

WILLIAM MASSCÉ

MERCANTILE BANK BUILDING
21-24 STATE STREET
NEW YORK

Mr. Berghof

I saw the Consul & he stated that he will not put his initials on the B/L — & if the Bank does not want to accept them let them get in touch with him

J. Baum

The Harris Nat Bank just phoned & asked if we could obtain a dup cert from Consul - it will be O.K. which can not be done today not until Mon. AM.

SOL L. LESSER
PRES., GEN. MGR.

PHONE CONNECTIONS
CABLE ADDRESS "FILMS"

ALL STAR FEATURES DISTRIBUTORS, INC.

San Francisco Los Angeles

Offices:- 802-8 Flood Bldg
San Francisco, Calif.

191 Golden Gate Avenue
SAN FRANCISCO

PRESENTING
D. W. GRIFFITH'S SPECTACLE
Hearts of the World
THE SWEETEST LOVE STORY EVER TOLD

United States Official War Films
RELEASED UNDER AND BY AUTHORITY STATE COUNCIL OF DEFENSE FOR CALIFORNIA.

GAUMONT WEEKLY
FIRST WITH NEWS
TWO RELEASES EACH WEEK

VOD-A-VIL
5-ACTS-ONE-REEL
BIG TIME ACTS
ONE RELEASE EVERY OTHER WEEK

THE UNITED STATES PRESS OPINIONS TAKEN FROM THE "LITERARY DIGEST"
Timely Topics of the Day
200 FEET EACH WEEK

Carmen of the Klondyke
SEVEN REELS

SELIG'S
THE STILL ALARM
THE GREATEST MELODRAMA OF ALL TIMES

8 2-REEL EPISODES
REX BEACH
TRAVELOGUES
TAKEN IN CENTRAL AND SOUTH AMERICA AND THE ISLANDS OF THE CARRIBEAN.

DAVID GRAHAM PHILLIP'S GREATEST STORY
THE GRAIN OF DUST
SEVEN REELS

FLORENCE REED
The Struggle Everlasting
SIX REELS

ROBT. WARWICK
The Accidental Honeymoon
FIVE REELS

MITCHELL LEWIS
Nine Tenths of the Law
A NORTH WOODS STORY

March 22
1919

Mr.D.W.Griffith
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Griffith:

I obtained the figures from the Kinema Theatre management, for the first week's receipts playing on "THE HEART OF HUMANITY". -- Eighty-nine Hundred Forty-two Dollars 16/100, ($8942.16), net. Ten Hundred Sixty-eight Dollars 48/100, ($1068.48) tax, total Ten Thousand and Ten Dollars 64/100,- ($10,010.64).

Our bet was on Seven Thousand Dollars,- ($7000.00) so you owe me One Hundred Dollars ($100), which I shall be pleased to collect the next time I see you.

Sincerely yours,

Sol L. Lesser

SLL/HB

The Travelers Insurance Company

L. F. Butler, President

Hartford, Conn.

LIFE DEPARTMENT
J. STANLEY SCOTT, SECRETARY
FRANK H. LANDON, JR., ASST. SECRETARY
L. M. ROBOTHAM, ASST. SECRETARY
PERCY V. BALDWIN, ASST. SECRETARY
EDWARD B. MORRIS, ACTUARY
EARL D. CHURCH, SUPERINTENDENT
POLICY LOAN DIVISION

March 24,1919.

Re- 361365- David W.Griffith.

Mr. Albert H.T.Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Sir:-

In answer to your letter of March 20th if you will furnish us with the names of the parties to whom the F-4 Corporation wishes to assign this policy we will prepare suitable assignment forms and submit them for your execution. In furnishing us with the names of the proposed assignees will you also state the nature of the interest to be covered in order that we may be in a better position to select the correct forms for execution.

Very truly yours,

Earl D. Church

Superintendent.

EMC:JS.

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

March 25, 1919.

D. W. Griffith, Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for THE GIRL WHO STAYED AT HOME.

Very truly yours,

Fulton Brylawski

FB/DEC
1 Encl

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein, have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

D. W. Griffith, 4500 Sunset Blvd.,
Los Angeles Calif. Title of motion-picture photoplay:
The Girl Who Stayed Home. Scenario by S. E.
V. Taylor. Personally directed by D. W. Griffith.
Photoplay by D. W. Griffith. Co. the United
States. 1 Sel. 7 Reels. Reels - 7.

Date of publication Mar. 10, 1919. 2 Copies received Each Mar. 17, 1919.
Description received Mar. 17, 1919. Entry: Class L, XXc., No. 13496

[SEAL]

Thorvald Solberg
Register of Copyrights.

March 26, 1919

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Albert W. Hale,
Bellevue Hotel,
Geary ,& Taylor Sts.
San Francisco.

Dear Mr. Hale:

Mr. Griffith has instructed me to enclose this check to you and to inform you that there are no obligations attached.

I have tried to reach you by telephone but have been unsuccessful and take this means of reaching you quickest.

Very truly yours,

Secretary to Mr. Griffith

March 26, 1919.

J. W. Kays Company,
5th Floor, Metropolitan Bldg.,
5th & Broadway,
Los Angeles, Calif.

Dear Sirs:

We are returning herewith the form which you sent us under date of March 17th duly filled out giving information for the Ocean Accident and Guarantee Corporation. Please note that the information is as follows:

Paragraph	1 -	$34,722.80
"	2 - -	9,904.95
"	3 -	232.75
"	4 - -	2,019.15
	Total-	$46,980.00

Yours very truly,

D. W. GRIFFITH STUDIO

ECB/BB

Manager.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

March 26, 1919

Mr. Griffith is to pay Mrs. Gilbert, if he uses this scenario as a straight scenario, with or without her name, according to her own judgment, the sum of Five Hundred Dollars ($500,00) cash, in advance.

If he decides to use it with a big advertising campaign as work of the City Mother's Bureau in connection with Mrs. Gilbert she is to receive besides, ten percent of Mr. Griffith's net profits from this production.

Story of Virginia, girl of fourteen, who is seduced by neighbor boy. A child is born. Another mother, who gives birth to a dead baby, life is saved by having Virginia's baby brought to her at the crucial moment.

Temporary title of Story -- "The Day of Fate"

Mr. D. W. Griffith
Mrs. Aletha Gilber t

March 26, 1919

CABLE ADDRESS:
"AUDITORIUM."

Auditorium Hotel

Michigan Boulevard and Congress Street

J. J. CALVEY,
MANAGER.

Chicago, March 26, 1919

Mr. D. W. Griffith,
Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Griffith:

In a conference this morning with the Reverend E. F. Garesche, S.J., he expressed the desire to obtain, if possible, some information or books pertaining to the writing of scenarios. He mentioned the fact that some two years ago he had met Mr. Taylor and talked with him on this subject. Father Garesche is very much interested in the development of the motion picture industry and especially the work which you have been doing in recent years. He is anxious to develop the showing of pictures through the Parish Schools throughout the country of which there are some six or seven thousand. He says that he has no end of inquiries from parish priests as to where and how they can obtain motion pictures which they could show in their parish halls to the children of the school, as well as the grownups.

Along this line it has occurred to me that we could build up a tremendous industry through this market alone.

In discussing with various members of the Censorship Committee here, as well as newspaper men, there is a very wholesome desire to work along constructive lines and abolish entirely even the word "censorship." In my talk with the committee at the City Hall last Friday afternoon, after they had been insistent on saying that censorship would come, I forced them to admit that, in all justice to the industry, it should have the first consideration from a constructive standpoint and not a destructive one - and that censorship was destructive to the industry and its art.

Am awaiting with much interest the committee which is coming on from New York to appear before this Board next Friday. Prior to the meeting, I have been invited to attend the Managers Association meeting at noon and address them on this subject.

Would suggest that if Mr. Taylor has any books or data pertaining to the subject of scenario writing he might send the list to Father Garesche at his home address which is 3220 Russell Avenue, Saint Louis, Missouri.

With kind regards, I am,

Ever faithfully,

Arthur Ryan

March 27, 1919.

Mr. Felix Viole,
Higgins Bldg.,
Los Angeles, Calif.

Dear Mr. Viole:

This will be your authority for printing up thirty complete sets of music for "THE FALL OF BABYLON"; this music to be assembled in sets of 16 books per set, as per the following schedule:

piano	2 books
1st violin	2 "
2d "	1 "
viola	1 "
cello	1 "
bass	1 "
flute	1 "
clarinet	1 "
coronet	1 "
trombone	1 "
obo	1 "
harp	1 "
horns	1 "
drums	1 "
Total-	16 books.

You will notice that this provides for fourteen instruments, two of which have two copies of each instrument, while the other twelve have only one copy each.

Yours very sincerely,

D. W. GRIFFITH STUDIO

ECB/BB

Manager

Los Angeles, California,

March 27, 1919

Miss Rebecca Oglesby,
Shelbyville, Ky.

Dear Rebecca:

Thank you and Mary very much for your work on the pictures which were very fine. I am making check for $150.00 -- suggest that you buy some sort of a little present for your trouble. As I haven't the faintest idea of what you would like I will have to ask you to spend the money yourself.

Hoping this will not be a disagreeable task, I am

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 27th 1919.

Mr. Earl D. Church,
Superintendent Travellers Insurance Co.,
Hartford, Conn.

Re: #361365 David W. Griffith.

Dear Sir:

In reply to your favor of the 24th inst. beg to advise that the name of the new proposed beneficiary of the above policy is the First National Exhibitors Circuit, Inc., a New York Corporation, address #6 West 48th Street, New York City. This Company has a contract with Mr. David W. Griffith, the insured, for the production of three photoplays which are to be delivered by Mr. Griffith to the above Company, commencing on or about December 1st 1919 and in the meantime said Company has advanced to Mr. Griffith on account of said contract $50,000. in cash and is under contract to advance to him at once another $92,500. which Mr. Griffith has demanded from the First National as per the terms of his contract on account of the cost of the last of the aforementioned pictures, therefore the above Corporation has an insurable interest in Mr. Griffith's life.

Kindly prepare said assignments at once and mail them to me in care of David W. Griffith Studio, #4500 Sunset Boulevard, Los Angeles, California, as I am leaving for the Coast tomorrow, in order that I may have the assignments executed and re-forwarded to you at the earliest possible date.

Please rush this matter, and oblige

Very truly yours,

AHTB/GD

Advisers:
S. Earl Taylor
D. D. Forsyth
Frank Mason North
Edgar Blake

A. L. Parker
National Secretary
820 Garland Building
Chicago, Ill.

Joint Centenary Committee
of the
Methodist Episcopal Church

IN NEW YORK AT 111 FIFTH AVENUE

EXECUTIVE CHAIRMAN: CHRISTIAN F. REISNER

March
Twenty-seven
1 9 1 9

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Griffith:

I will never lose the delightful fragrance of the rare visit with you the other day. I learned much about your work, but vastly more about your personality which fully interprets to me your success. How I rejoice in the fine work you are doing for humanity with your pictures! I think of you more frequently than you will ever know, and am always sending you good thoughts that I hope will be helpful.

I am looking forward eagerly to the time when you will be in New York. I hope you will have your secretary wire me as soon as you know the date.

With every good wish, I am

Your cordial friend,

Christian F. Reisner

CFR
JL

Bellevue Hotel
Geary at Taylor St.
San Francisco
A.T. LUNDBORG - ERNEST L. DRURY
Lessees and Managers

March the 27.1919.

My dear Mr.Griffith:

Your check received and I cant say more then ; "I THANK YOU WITH ALL MY HEART" I shall try to prove to you my gratefulness towards you at every opportunity I will have.

Again expressing my greatest thanks and sincerest good wishes,

I am always yours with respect.

Albert W. Hale

Form 132 2-18

(For United States Customs and War Trade Board)

SHIPPER'S EXPORT DECLARATION

of Merchandise Shipped to Foreign Countries or Non-Contiguous Territories of the U. S.

Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs
No. _____
(Code No. Dist.) (Port.)

Goods Shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. **From** Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of Original Shipment.)

Via American Railway Express **For shipment on the** Toronto, Ontario, Canada.
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag if known.)

From _____ **To ultimate foreign destination** TORONTO ONT. CANADA
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and Numbers	Number and kind of packages, e.g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back.	War Trade Board Code Number	Quantity (net weight only.) State in standard export units, as lbs., tons (of 2.240 lbs.), gallons, yards, bushels, barrels, etc.	Value at time and place of shipment: U. S. Products including foreign goods altered or remanufactured in the United States	Value at time and place of shipment: Foreign Products in same condtion as imported.
W. T. B. Export License No.	R A C #63	Date of expiration		1, 191	Dollars	Only
4 Wooden boxes consigned to Famous Players-Lasky Corp. Royal Bank Bldg. Toronto Ontario -- Canada.	4 wooden boxes	Positive Motion Picture Film - Dorothy Gish Production entitled PEPPY POLLY - 4 prints 5 reels per print Total 20 Reels		18964 ft.	$1565.	

Waybill or manifest
No _____, _____, 191

I certify that above-described goods were shipped as stated herein except as otherwise noted.
_____, 191 _____, Inspector of Customs.

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act,

approved October 6, 1917; that Famous Players-Lasky Corporation, of Toronto, Canada, is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Players Exchanges of Calgary, Montreal and Toronto, is the actual consignee on
(Name.) (Address.)

whose account the shipment is made.

Sworn and subscribed to before me

on March 27th, 1919

Geo. H. Schneider
(Deputy collector, notary public, etc.)
My Commission Expires August 31, 1921

(Signature) D. W. GRIFFITH STUDIO.

(Capacity) By E. C. Bedwell
(Member of firm, secretary, agent, etc.) Manager.

(Address) 4500 Sunset Blvd., Los Angeles, Cal.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

INSTRUCTIONS.

Read carefully to avoid delay at shipping point.

This form must be prepared in quadruplicate for **all** merchandise shipped to a foreign destination, **except shipments** in transit through the United States from one foreign country to another, and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

Export license number and date of expiration must appear immediately above goods shipped thereunder.

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. Shipments from interior points for exportation.—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(a) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(b) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

2. Exporting vessel or carrier.—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. Before a clearance shall be granted for any vessel bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. The shipper must prepare this export declaration and sign the four copies and the oath be taken on the original before a customs officer, notary or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. Domestic articles exported.—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

6. Foreign articles exported.—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. The value of articles to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. Description of articles exported must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. The kind of packages as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. The total quantity of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent. alcoholic strength.

11. The country of final destination of goods—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. Inspection certificates.—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

13. Export schedule B may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. Sale and printing of blanks.—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

To the Collector: I hereby authorize.....

address.....,

to act as my agent for customs purposes in the exportation of the within-described goods. **Please deliver the certified duplicate accordingly.**

.....

Shipper.

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Mar. 27 191 9.

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corp. c/o Price Waterhouse & Co. of Royal Bank Bldg., Toronto, Ontario, Canada

from D. W. GRIFFITH STUDIO. of 4500 Sunset Blvd., Los Angeles, Calif.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	Copies Motion Picture Film			
		Dorothy Gish Production			
		entitled PEPPY POLLY			
		4741 ft. per copy.			
		Total Footage - 18964	.08	.08	$1517.12
		War Tax 1/4¢ per foot.			47.41
					1564.53
		"GOODS MADE IN U S A			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 27th day of March 191 9.

(Signature) E C Bidwell

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

473 9-16

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Dated at Los Angeles, Cal. this 27th day of March 191 9.

(Signature) E C Bideorl

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

473 5-16

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(Place and date) Los Angeles, Cal. March 5, 191 9.

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by Famous Players-Lasky Corp. c/o Price Waterhouse & Co., of Royal Bank Bldg., Toronto, Ontario, Canada

from D. W. GRIFFITH STUDIO. of 4500 Sunset Blvd., Los Angeles, Calif.

to be shipped per Wells Fargo & Co Express.

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Dated at Los Angeles, Cal. this 27th day of March 191 9.

(Signature) E. C. Bedwell

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

March 28, 1919.

Mr. Lee Johnson,
San Fernando Bldg.,
4th & Main Streets,
Los Angeles, Calif.

Dear Mr. Johnson:

In regard to the music for Mr. Griffith's chinese picture - we con't seem to be getting together very fast. We asked you for a copy of your orchestration of the music, the melody for which you submitted to us under the name of "Tragedy And Love" in four sections, which you designate as number one - number two - number three and number four. This morning you sent us separate melodies for two or three different instruments, which are practically worthless for the purpose we are so urgently in need of at this present minute. If you do not wish to let us have this orchestration or do it for us we will simply have to get some other musician to do it, but we would just as soon pay you for your services in this respect as to pay Jim Smith, and we believe your melody will be better treated if you write the orchestration yourself than it would if Jim Smith does it.

Of course, Mr. Gottschalk is able to write orchestrations himself, but he has other work to do in connection with synchronizing music for this picture. We may not use all the orchestration you write, but what difference does that make to you if we pay you for your labor. All we want to do is to use these notes in our score as they will be required to fit the scenes, which will be assembled in the way Mr. Griffith may see fit. Your first melody may come last and your last melody first and it may be cut into a dozen different sections but it will be your music nevertheless. If you are going to be obstinate about the work and decline to give us any assistance, we will cut out the entire melody and use none of it and you will thereby be deprived of making any reference to our picture should you see fit to publish this music in song or orchestra later on.

If you are anxious to have us use some of your music you must work with us and give us a chance. If you make it too difficult for us to use it we will cut it out entirely.

We are not right up to the point where we need this orchestration and we would greatly appreciate if you will make us a copy of what I understand you already have.

Mr. Lee Johnson #2.

For your information, we require the parts written for the instruments I have indicated on the attached sheet.

You will note I have checked the Flutes
Oboes
1st Clarinet
2nd "
Bassoons
1st & 2nd Horns
1st Cornet
2nd "
1st Trombone
Timpany
Drums,
1st Violin
2nd "
Viola
Cello
Bass

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

March 28, 1919.

Mr. J. K. Burger,
c/o Famous Players Lasky Corporation,
485 Fifth Ave.,
New York, N. Y.

Dear Mr. Burger:

If it will not be out of harmony with your office regulations - when you are ordering copies of pictures for the general release could you not include the copies for Canada, Australia and New Zealand?

I make this request for the reason that our laboratory can print these additional copies at the same time they print the others with very little additional expense, whereas if the order comes straggling in even three or four days after, other work gets sandwiched in and perhaps the Canadian and Australian copies cannot be printed as promptly as they should be.

We are just in receipt of a telegram relayed by the Lasky Studio to the effect that "Peppy Polly" is being released in Canada April 6th and must have preferred action because of precarious condition. Of course, we want to meet all shipping dates but it would facilitate matters greatly if we could be advised of such conditions in advance. This is not always possible to do but when it is known that there are four copies for Australia and four for Canada it would seem that there would be no reason why they could not be included in the general American order.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

March 28, 1919

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

Mr. Bidwell is wiring you tonight regarding the print of "Hearts of the World" for Mr. Guckenheimer. I hope that this is now settled satisfactorily. Mr. G's letter to you I am returning herewith.

The studio has taken care of Prints for Mr. Lesser, which he sends here two at a time for replenishing, and between releases this can be done for a few States Rights copies.

With best wishes,

Yours sincerely,

Duplicate

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

IF EXTENSION OF TIME FOR FILING RETURN HAS BEEN GRANTED THE AUTHORIZATION MUST BE ATTACHED TO THIS RETURN

Page 1—Summary

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1918

OR

Fiscal Period begun ....., and ended ....., 1918

If the payment made on submission of Form 1031T was less than one-fourth of the tax (Item 20 or Item 25, Schedule IV) the balance of such one-fourth, with interest at the rate of 6 per cent per annum from March 15, 1919, must be remitted herewith.

(Print plainly corporation's name and principal place of business)

DAVID ~~WARK~~ GRIFFITH CORPORATION
1476 BROADWAY
NEW YORK CITY

Examined by

Audited by

(DO NOT WRITE IN THIS SPACE)

PAYMENT

CASH $.....

CHECK $.....

M. O. $.....

CERT. OF IND. $.....

(Cashier's Stamp)

SCHEDULE I—NET INCOME.

Item.	1911	1912	1913
1. Net Income for Each Prewar Year (as finally determined on income return)	$	$	$
2. Plus amount of corporation excise tax paid in each year			
3. Totals for 1911, 1912, and 1913	$	$	$
4. Less dividends received in 1913			
5. Net Total for 1913			$
6. Average Net Income for Prewar Period (sum of items on line 3 for 1911 and 1912 and Item 5 for 1913, divided by number of years)			$
7. Net Income for Taxable Year (Item 25, Schedule A, page 2)			$

None

SCHEDULE II—INVESTED CAPITAL.

Item.	1911	1912	1913	Taxable Year.
1. Capital, surplus, and undivided profits at the close of the preceding year as shown by corporation's books before any adjustments are made therein (from Schedule E)	$	$	$	$
2. Plus adjustments by way of additions (from Schedule F)				
3. Total	$	$	$	$
4. Less adjustments by way of deductions (from Schedule G)				
5. Balance	$	$	$	$
6. Plus or minus changes in invested capital during year (from Schedules H and J)				
7. Total (or Balance)	$	$	$	$
8. Less deduction on account of inadmissible assets (from Schedule L)				
9. Invested Capital for Each Year	$	$	$	$
10. Average Invested Capital for Prewar Period (sum of items on line 9 for 1911, 1912, and 1913 divided by number of years)				
11. Increase or Decrease in Invested Capital for Taxable Year as Compared with Average Prewar Invested Capital (Indicate decrease by "D")				$

None

SCHEDULE III—EXCESS-PROFITS AND WAR-PROFITS CREDITS.

(If this return is made for a period less than a full year, Items 3 and 8 must be reduced as provided in paragraph 1, page 1 of Instructions.)

Excess-profits credit.		War-profits credit.	
1. Eight per cent of invested capital for taxable year (Item 9, last column, Schedule II)	$	4. Average net income for prewar period (Item 6, Schedule I)	$
2. Exemption ($3,000)		5. Plus 10% of increase or minus 10% of decrease shown by Item 11, Schedule II	
3. Excess-Profits Credit (Item 1 plus Item 2)	$	6. (a) Total of (or Difference Between) Items 4 and 5, or (b) 10% of invested capital for taxable year (Item 9, last column, Schedule II), whichever is larger	$
		7. Exemption ($3,000)	
		8. War-Profits Credit (Item 6 plus Item 7)	$

None

SCHEDULE IV—COMPUTATION OF TAXES.

WAR-PROFITS AND EXCESS-PROFITS TAX (Brackets one and two).

(If this return is for a period less than a full year the invested capital must be reduced as provided in paragraph 1, page 1 of Instructions.)

1. Brackets.	2. Amount of Net Income (Item 7, Schedule I) in Each Bracket.	3. Excess-Profits Credit (Item 3, Schedule III).	4. Balance Subject to Tax.	5. Rate.	6. Amount of Tax.
1. Not over 20% of invested capital	$	$	$	30%	$
2. Over 20% of invested capital				65%	
3. Totals	$	$	$		$

WAR-PROFITS AND EXCESS-PROFITS TAX (Bracket three).

4. Net income for taxable year (Item 7, Schedule I)	$	7. Eighty per cent of Item 6	$
5. Less amount of war-profits credit (Item 8, Schedule III)		8. Less Item 3 column 6 (if smaller than Item 7)	
6. Balance	$	9. Tax in Bracket three (Item 7 minus Item 8—if Item 8 is the larger, make no entry).	$

10. Total War-Profits and Excess-Profits Tax as Computed under Section 301 (a) (Item 3 column 6 plus Item 9) ..... $

11. Total War-Profits and Excess-Profits Tax, if Computed under Section 302, 303, 304 (c) or 337 (see Instructions, page 1, paragraphs 6 and 7) ..... $

INCOME TAX.

12. Net income for taxable year (Item 7, Schedule I)	$	17. Tax of 12% on Item 16	$
13. Less: Interest on obligations of U. S. not exempt (Item 4, Schedule A, page 2)	$	18. Item 10 or Item 11 plus Item 17	
14. War-profits and excess-profits tax (Item 10 or 11)		19. Less income, war-profits, and excess-profits taxes paid or accrued to foreign countries on income arising from sources therein, and to possessions of the United States (see Sections 238 and 240 (c) of Revenue Act of 1918)	
15. Exemption ($2,000 unless return is for less than a year)			
16. Balance subject to income tax (Item 12 less Items 13, 14, and 15)	$		

20. Total War-Profits, Excess-Profits, and Income Taxes (except in case of a fiscal year) (Item 18 minus Item 19) ..... $

ADJUSTMENT OF TAX FOR FISCAL YEAR ENDED IN 1918.

21. That proportion of Item 20 which the number of months within the calendar year 1918 is of the number of months in the entire period	$	23. Total tax (Item 21 plus Item 22)	$
22. That proportion of a tax computed under the revenue acts of 1916 and 1917 which the number of months within the calendar year 1917 is of the number of months in the entire period	$	24. Less total tax already paid for the fiscal year ended in 1918	
		25. Balance of Tax	$

26. **Tax paid:** On submission of tentative return (1031 T), $ .....; by remittance accompanying this return, $ ..... Total $

2—8620

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE L—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? .....

If so, attach hereto a statement showing for 1911, 1912, 1913, and the taxable year, separately, the facts called for in Items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234 (*a*) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case, set forth in detail—

(*a*) The various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule, inadmissible assets shall be valued at cost of acquisition except that if the taxpayer has in previous years been allowed a deduction on account of the fall in the market value of securities, such assets shall be valued at cost less the deduction allowed. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831–869, 931–934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the year and the amount held at the end of the year. In such case the amount of admissible assets may best be determined from (1) the balance sheet as of the beginning of the year *adjusted* with respect to the items in Schedules F and G, and (2) the balance sheet as of the end of the year correspondingly adjusted. But if at any time during the year a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case, show in detail—

(*b*) The computation of such amount.

State also—

(*c*) Amount of inadmissible assets held at beginning of the year.
(*d*) Amount of inadmissible assets held at end of year.
(*e*) Average amount of inadmissible assets held during year.
(*f*) Amount of admissible assets held at beginning of the year.
(*g*) Amount of admissible assets held at end of year.
(*h*) Average amount of admissible assets held during year.
(*i*) Sum of (*e*) plus (*h*).
(*j*) Percentage which (*e*) is of (*i*).

This percentage (*j*) for each year should be applied to the figures for that year appearing on line 7, Schedule II, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule II.

QUESTIONS.

KIND OF BUSINESS.

1. Explain below the nature of the corporation's business in sufficient detail to show in which of the following general classes of activities it falls:

(1) Agriculture and related industries, including fishing; (2) mining, quarrying, and related industries; (3) manufacturing; (4) construction; (5) trading; (6) transportation; (7) storage; (8) other services; (9) banking and insurance.

2. If the business falls in any of the classes from 1 to 5, state the special product or products handled; if in class 5, state whether wholesale or retail, or both; if in class 6, state whether rail, water, or other, whether general or local, and the special commodities (if any) transported; if in class 7, state the special commodities stored (if any) or the special kind of storage; if in class 8, state in detail the kind of service rendered; if in class 9, state the branch of banking or insurance engaged in.

3. In all cases state whether the corporation acts as principal (using its own capital) or as agent or broker (on commission) or as both.

(*a*) Main business Motion pictures No business transacted during year

(*b*) Collateral businesses, if any .....

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

INCORPORATION.

5. Date of incorporation Dec. 31 1913

6. Under the laws of what State or country? New York

PREDECESSOR BUSINESSES.

7. If the corporation was not in existence during the whole of any one of the calendar years 1911–1913, is its business substantially a continuation of a business carried on during any one or more of those years? No If so, give name under which, and address at which, its business was then carried on .....

ACQUISITION OF MIXED AGGREGATES OF ASSETS.

8. Did the corporation ever take over a going business or otherwise acquire a mixed aggregate of tangible property, patents and copyrights, and good will and other similar intangible property, and pay for such property in whole or in part with stock or other securities? No

9. If so, submit a statement showing—

(*a*) The name of the concern taken over (or from which the property was acquired);
(*b*) The nature of the assets and liabilities so acquired;
(*c*) The total par value of the stock issued therefor;
(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (if obtainable submit a balance sheet of the predecessor corporation as of the date of acquisition);
(*e*) The value at which each item was entered on the books of the corporation making this return.

10. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state also the basis on which their value was determined and how they were paid for.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Do you own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding capital stock of another corporation or of other corporations? No

12. Is over 50 per cent of your capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your capital stock as well as over 50 per cent of the capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? No

14. Is this return a consolidated return within the meaning of Articles 631 to 638, inclusive, of Regulations 45? .....

15. Affiliated corporations as indicated in 11, 12, or 13 above must comply with the following requirements:

16. If the answer to question 11 is "yes," submit a statement showing for each of the corporations over 50 per cent of whose stock is owned or controlled by you, either directly or through closely affiliated interests or by a nominee or nominees:—

(*a*) The name and address;
(*b*) The total par value of the outstanding capital stock at the beginning of the taxable year, and the date and amount of each change therein;
(*c*) The total par value of such outstanding capital stock owned or controlled by you at the beginning of the taxable year, or at the date of acquisition if acquired during the taxable year, and the date and amount of each change therein.

17. If the answer to question 12 is "yes," state—

(*a*) The name and address of such corporation or corporations;
(*b*) The par value and percentage of your stock held by each.

18. If the answer to question 13 is "yes," submit a statement showing—

(*a*) The names and addresses of such corporations;
(*b*) The name or names and address or addresses of the owning or controlling interest or interests;
(*c*) The total par value of the outstanding capital stock of each corporation at the beginning of the taxable year, and the date and amount of each change therein;
(*d*) The total par value of the outstanding capital stock of each corporation owned or controlled by each one of the several individuals or partnerships at the beginning of the taxable year, and the date and amount of each change therein.

19. If the answer to question 14 is "yes," the information furnished under 16 and 18 should identify the corporations included in the consolidation.

20. If one corporation owns 95 per cent or more of the stock of another, or if 95 per cent or more of the stock of two or more corporations is owned by the same individual or individuals in substantially the same proportion, a consolidated return must be filed, except that the limitations as to consolidation under Article 635 must be observed. If the ownership is less than 95 per cent, but exceeds 50 per cent, the parent corporation or principal corporation of any group of affiliated corporations must furnish the information called for above and in addition must file a statement fully disclosing the details of affiliation other than stock ownership and all other information which will be helpful in determining whether or not a consolidated return should be filed.

VALUATION OF CAPITAL STOCK.

21. What was the fair value of the total capital stock of the corporation as determined in the last assessment of the capital stock tax (if any)? $..... Date of that assessment .....

LIST OF ATTACHED SCHEDULES.

Make below a list of all schedules attached to this return, giving for each a brief title and the schedule number.

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is to the best of his knowledge and belief a true and complete return made in good faith pursuant to the Revenue Act of 1918 and the Regulations issued thereunder.

Sworn to and subscribed before me } this 28th day of March, 1919

Seal of officer taking affidavit.

Edith R Rendergast
Commissioner of Deeds N.Y.C.
N.Y.Co. Clerks No 1139
N.Y.Co. Register No. 19057
Commission Expires Oct 30/19
(Official capacity.)

Arthur W. J. Bangh President.

Treasurer.

2—8620

C. B. SLEMP
9TH DISTRICT VIRGINIA

COMMITTEE ON APPROPRIATIONS

House of Representatives U. S.

Washington, D. C.

March 28, 1919.

Mr. D. W. Griffith,
Los Angeles, Cal.

Dear Mr. Griffith:

I have had the pleasure of seeing your picture entitled, " The Girl Who Stayed at Home", and one has the most delicious sensation throughout the entire exhibition, The scenes are so thrilling, and so patriotic and wholesome that one wishes they could go on interminably.

Many of the scenes are marvelous, especially in their color effects, often thrilling, and I cannot think that more attractive pictures could be presented to an audience.

Very truly yours,

C B Slemp

4424

Cancel Pen

Hy 1503

2251 Hoopl

CHARLES B. TIMBERLAKE
2D DIST. COLORADO

COMMITTEES:
PUBLIC LANDS
IRRIGATION OF ARID LANDS

House of Representatives U. S.

Washington, D. C.

March 28th 1919.

Having had the pleasure of seeing the moving pictures exhibited by Mr. Griffith in the House Office Building yesterday, it gives me great pleasure to say that it was a very beautiful story, depicted in a very delightful way, and the war scenes shown recognizable to anyone like myself who had so recently passed over them. The trench warfare exhibiting as it did actual scenes from the Marne battlefield were most true to life.

I congratulate Mr. Griffith in his story and depiction of all features in connection therewith.

Most respectfully yours,

Chas B. Timberlake

CBT/T.

Mr. D. W. Griffith,

Los Angeles, California.

SIXTY-FIFTH CONGRESS.

EDWARD KEATING, COLO. CHAIRMAN.
GEORGE HUDDLESTON, ALA.
WALTER KEHOE, FLA.

HARRY H. PRATT, N. Y.
VICTOR HEINTZ, OHIO.
GEORGE S. FRANCIS, N. Y.
JOHN T. EIKER, JR., CLERK.

HOUSE OF REPRESENTATIVES U. S.

COMMITTEE ON
EXPENDITURES IN THE POST OFFICE DEPARTMENT

WASHINGTON, D. C.

March 28, 1919.

Mr. D. W. Griffith,
Washington,
D. C.

My dear Mr. Griffith:

"The Girl Who Stayed at Home" is one of the most satisfying pictures inspired by the great world war. There is a tear or a laugh or a thrill in every flicker of the film, and as I left the Caucus Room last evening after witnessing the production to which you were good enough to invite me, I felt you had succeeded in creating something which would profoundly stir the American people.

In some mysterious way your camera has caught the spirit which carried America into the war -- the spirit that demands justice, equality and freedom for all the peoples of the earth.

Sincerely,

Edward Keating

The Travelers Insurance Company

LIFE DEPARTMENT

Hartford, Connecticut

Mar. 28,1919

Albert H. Banzhaf, Attorney,

c/o David W.Griffith Studio, 4500 Sunset Blvd.,

Los Angeles, Cal.

Policy No. 361365 Insured David W.Griffith

Dear Sir:

In accordance with your request we enclose herewith forms in connection with the above policy to be executed in duplicate by the assignee F-4 Corporation by two officers. transferring interest in said policy, as desired. One copy should then be attached to the policy and the duplicate returned to this office to file with our records.

Copy returned April 19/19

Earl D. Church.

Superintendent.

11576. 11-2-'17.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

March 28, 1919.

Dear Mr. Banzhaf:

I enclose revised draft of the Abrams contract. I wish you would let me have the benefit of your suggestions as soon as you conveniently can.

I understand that you will show this to Mr. Wright when you are in Los Angeles, so that I can have his views also.

I am sending a copy of this draft to Mr. O'Brien.

Sincerely yours,

George S. Franklin

Mr. Albert H. T. Banzhaf,
c/o HEARTS OF THE WORLD CO.
Longacre Building, Room 701,
New York City.

Hiram Abrams
415 Longacre Building
New York

March 29th 1919

Mr. John Fairbanks,
Care Douglas Fairbanks Moving Picture Studio
Hollywood, California

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Mr. Fairbanks:-

Just sent you the following night-letter

"Schulberg notified me today he will not accept position assistant General Manager United Artists Distributing Company, He has signed contract to be American Representative for Greenhill and Tippitts, of London England, who are establishing offices in New York City, to engage in export and import Film Trade, can easily replace Schulberg have many applications from good men, for positions, please notify all the Artists, detailed letter following."

Greenhill and Tippitts and many other European buyers are here to negotiate for the Foreign rights to market the product of the Big Four.

Schulberg stated to me that his contract with Greenhill and Tippitts will net him about one hundred thousand dollars per year, and from his many recent talks with me, am almost sure that he has convinced them, that on account of his past associations with me that he would be more apt to close a deal for the foreign rights of the Big Four product than any other individual, he has told me confidentially, that if he can land the foreign contract that they will give him a third interest in the company in addition to his contract.

It is surprising how many people have been to see me and the many different propositions that are being submitted for the

Foreign rights. Have told everybody that the Artists do not intend to negotiate any deal until the latter part of this year, although they can submit their propositions in writing if they choose to do so.

Greenhill and Tippitts are leaving for Los Angeles in a few days to interview the Artists.

It is my opinion that it would be better at this time not to consider any propositions for the Foreign market. I believe it will be advantageous to the Artists to own and control their distributing offices abroad, as well as in America. By being independent in the Foreign field they will achieve as great a success as here. Am sure you can convince yourself of this fact by sending a representative to Europe, in fact I believe it advisable to send a representative over there at an early date, to thoroughly investigate the conditions and possibilities.

Am addressing this letter to you knowing that it will be submitted to all the Artists, don't you think it advisable to select one person to receive all communications from me, rather than to address copies to each separate individual. Kindest regards,

Sincerely yours,

Signed, Hiram Abrams

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 30th, 1919,
Paris, France.

Mr. D. W. Griffiths,
Griffiths' Studio,
Sunset Boulevard,
Los Angeles, California.

Dear Sir:

Since shortly after the signing of the armistice I have been in Paris, conducting a large symphony orchestra at the Gaumont Palace, one of the largest picture houses in this city.

My contact expires May 15th, and while I have been very successful here, still, my home and wife are in Los Angeles, as well as my music library, and I intend returning in the near future.

I am augmenting my $10,000 music library, now in the care of the Southern California Music Company, with an excellent European library composed of old classicals and all of the latest in Paris and London. Have collected scores of almost every opera in existence, which I believe will be a great aid in my work of synchronizing music to pictures, and especially so in heavy dramatic scenes.

I expect to be in Los Angeles in the early part of June and will be open to contract if you are still combining music with your big productions.

If you wish to get in touch with me, kindly address through my Los Angeles office, 4624 Hollywood Boulevard, so that I maymake my plans as promptly as possible.

Sincerely yours

Carli Densmore Elinor

Carli Densmore Elinor,
4624 Hollywood Boulevard,
Los Angeles, California.

CDE/RP

CABLE ADDRESS "PRICEWATER" NEW YORK

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA,

NEW YORK. March 31, 1919.

Wark Producing Corporation,
Longacre Building,
New York City.

Dear Sirs:

We hand you herewith draft, in final form, of your 1918 corporation profits tax report, with all necessary schedules, except that if any officers compensation appears in the total expenses A-12 it must be taken out, separately listed, and inserted as A-13.

The following items must be filled in by you:

Page 6. Date of incorporation, and State in which incorporated; answer question 21, as to value of your capital stock as last declared for assessment of capital stock tax.

List schedules when complete; sign before notary; transmit to Collector of Internal Revenue for your district.

Yours very truly,

Price Waterhouse & Co

SKELETON OUTLINE COVERING INITIAL STAGES OF UNITED ARTISTS' DISTRIBUTION.

Basing the plan upon the principal that a single Fairbanks or Pickford picture of merit will earn $400,000.00 in the first six months of its life and $200,000 in the next six to nine months, it will be found from the following figures that the operating or distribution percentage will not reach a prohibitive figure, but on the contrary will be well within the bounds of economic distribution, provided, however that the strictest economy is diligently and constantly exercised and provided that every single distributing depot, as well as the home office, is conducted with a faithful and determined endeavor to set a new low record in maximum sales at minimum expense.

It should also be borne in mind that this percentage of distribution cost cannot entirely and should not logically be charged against the specific pictures handled during the period in question; for it will be obvious that the initial expense so borne will have the beneficial effect upon all the pictures that follow, and should properly be distributed over all the pictures handled during the year so that the logical average can in the end be obtained.

The plan is to begin to sell the first Fairbanks picture in April of this year. Assuming that Mr. Fairbanks starts his first independent picture, say March 15th, and that it will be completed June 15th, we would take in from April 1st, to September 1st, - $400,000, releasing the picture in September. During September we would begin selling the first Mary Pickford picture and the second Fairbanks picture. Thus by February 1st, 1920, we should have $125,000 more on Fairbank's first picture, the first $400,000 on his second picture and the first $400,000 on Miss Pickford's first picture.

There will be no expense entailed on the part of the United Artists on the sale of the first Fairbank's picture except the one and four tenths (~~1.4%~~ 3/4) percent commission which shall be deducted

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

from its receipts, until all distributing depots are established, July 1st, 1919. From then on the expense will be as follows, based upon the creation and maintenance of fourteen distributing points throughout the country, with a home office governing all embodied in the New York Exchange in order to eliminate the expense and kindred disbursements which would otherwise be necessary to maintain the home office.

DISTRIBUTING DEPOTS.

New York City
Philadelphia
Washington, D. C.
Boston, Mass.
Pittsburgh, Pa.
Detroit
Chicago
New Orleans
Minneapolis
Kansas City
Denver
San Francisco
Los Angeles
Seattle

DISTRIBUTING DEPOTS WEEKLY EXPENSE.

14 sales managers	$ 1500
Office rent, 14 depots	350
Bookkeepers and stenographers	350
Boys for general utility	140
Telephones and telegrams	100
Postage and stationery	140
Incidentals	350
TOTAL WEEKLY	$ 2930.
26 weeks	76180.
Home Office auditor $100 weekly	2600
Distributing Executive's salary ~~$1000~~ 500 weekly	~~26000.~~ 13000
Total Exchange Expense July 1st, 1919 to J January 1st, 1920	~~$104780.~~ 91780.

Against these expenditures ~~we~~ should be measured the receipts during the same period for an approximation of distribution percentage:

September 1st, 1919 first Fairbanks's picture . . .	$400,000
February 1st, 1920 first Fairbanks' picture . . .	$125,000
February 1st, 1920 second Fairbanks' picture . . .	$400,000
February 1st, 1920, first Picford picture . . .	$400,000
Total	$1,325,000

The only item ~~we~~ I have omitted from the necessary disbursements during this period is the advertising appropriation. In this connection I would suggest that a flat sum be decided upon

to expend on each picture and this sum to be uniform and applied to every picture, in order to afford each picture an equitable proportion of the total advertising done with the sole proviso that an equal sum be used in conjunction with the advertising on each picture for the collective advertising of the United Artists; to the end that no star of the group suffers any loss of prestige or commercial value during the existence of the sales campaign of another star's picture.

In considering the total receipts for the first six months, it should be remembered that the period contains the two worst months of the year for the picture business, namely July and August.

It should also be remembered as suggested above, that many of the above items of expense will have a profitable return and later pictures will bring the percentage down still lower than they would appear to be if applied only to the three pictures contemplated. Indeed, if only a minimum of four pictures were assured us by January 1st, the percentage would be appreciably reduced.

We have omitted Canada from this plan. Of course it would be inadvisable to distribute in that territory until we have a sufficient number of pictures to make the operating expense less than prohibitive due to the enormous stretches of country and consequent exorbitant express charges to be considered in distributing in the Dominion.

Respectfully submitted,

Hiram Abrams

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CHECKS LISTED HERE IN THE CALENDER WERE NOT FILMED, BUT REMAIN IN PLACE IN THE COLLECTION.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT HOLLYWOOD, CAL.-1703 CAHUENGA BETTERMENT, REQUIRED

124 GSG 11 PASNY

LONDON

1919 2

BIDNELL 124

GRIFFITH STUDIO LOSANGELES (CALIF)

HOLD UNIFORMS UNTIL OTHER WISE ADVISED WRITING

BURLOCK

947PM APR 1

File

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

April 1st, 1919.

D. W. G. CORPORATION

TO

ALBERT H. T. BANZHAF, Dr.

To Professional services for March - - - - - - - - - - - $150.00

Commercial Trust Co.,
Re. Jenkins Safe Deposit box - - - - - - - - - - - - 20.00

$170.00
Less unpaid - 20.—
$150—

Received Payment
MAY 5 1919

WESTERN LITHO. CO. LOS ANGELES

STATEMENT

LOS ANGELES, CAL. April 1, 1919

D. W. Griffith Studio,
4500 Sunset Blvd.,
IN ACCOUNT WITH

J. W. McFarland
AEROPLANE
AUTOMOBILE
AND TRACTOR
RADIATORS

PHONE 556190 1227 WEST PICO STREET

		To Balance			
Mar. 14	5734		30	00	net

Paid
3/10
Ch 3628

April 2, 1919.

Mr. Felix Violi,
Higgins Bldg.,
Los Angeles, Calif.

Dear Mr. Violi:

Confirming our verbal order please print thirty sets of music for "The Fall of Babylon" - which set is to consist of one copy of each book as follows:

Piano	Clarinet
1st Violin	Bassoon
2nd Violin	Horns
Viola	Cornets
Cello	Trombone
Bass	Harp
Flute	Drums.
Obo	

Possibly we will want some extra copies of the piano, first violin and drums, but if we do we will order them separately.

Could you furnish us a few sets of this music in a week from today? It would enable us to ship them east with two copies of the picture we are to ship at that time, and may lead to more future business.

Yours truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

CABLE ADDRESS:
"AUDITORIUM."

Auditorium Hotel

Michigan Boulevard and Congress Street

J. J. CALVEY,
MANAGER.

Chicago, April 3, 1919

Mr. D. W. Griffith,
Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Griffith:

Enclosed find report on my trip to Milwaukee. Mr. Lloyd will have explained to you what we deemed a valuable accumulation of material regarding newspapers, the editors interested in the motion picture industry and their attitude on censorship in any and all cities which we might visit.

Am leaving for Minneapolis today and will spend tomorrow there and be on my way to Omaha for Saturday.

Mr. Lloyd will very likely discuss with you a suggestion, which resulted in my meeting several people here, with regard to your addressing a body at St. Louis, Missouri and the Censorship Board here. You could acquaint me with what you think of the matter when I arrive in St. Louis next Tuesday.

With kind regards I am,

Faithfully yours,

Stephen Ryan

EVERY ROOM WITH BATH

INTERSTATE HOTEL COMPANY OF NEBRASKA
LESSEES

HOTEL FONTENELLE

"BUILT FOR YOU TO ENJOY"

H. EDGAR GREGORY
MANAGER

OMAHA, NEB.

April 5, 1919.

Mr. D. W. Griffith,
Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Calif.

Dear Mr. Griffith:

Enclosed you will find data pertaining to Minneapolis, St. Paul and Omaha. Leaving here tonight for Kansas City and then on to St. Louis to reach there Tuesday.

Mr. Leavitt of the World-Herald here is anxious to interview you when passing through, the subject to be'Plagiarism and Censorship'.

Why not grant the same in the various metropolitan centers through which you will stop and tarry en route to New York?

Faithfully yours,

Arthur Ryan

DIRECTORS AND OFFICERS

TOM C. THORNTON,
PRESIDENT & GENL. COUNSEL

J. T. COOPER

C. T. CROWELL

R. H. HOWELL

T. L. GOOCH

C. SUMNER JAMES,
ASSISTANT SECRETARY

ALLIN L. RHODES
SEC'Y. & MANAGER

A. B. CASS

DAN CAMPBELL

WARREN GILLELEN

J. T. BUNN

S. A. VISEL

Ranch
W and CHAS. W. COOPER Range

GUARANTEE OF TITLE TO

Part of Section 36,
Twp. 3 North, Range
15 West, S. B. M.

Ranch

LOS ANGELES TITLE INSURANCE COMPANY

CAPITAL STOCK $500,000.00

TELEPHONES:
HOME 60611 MAIN 6867
626 SOUTH SPRING ST.

LOS ANGELES, CAL.

THIS GUARANTEE IS PROTECTED BY A DEPOSIT OF $100,000.00 WITH THE STATE TREASURER OF CALIFORNIA

AR
Check a+s

DIRECTORS
TOM C. THORNTON, LAWYER.
J. T. BUNN, INVESTMENTS
A. B. CASS, PREST. HOME TEL. & TEL. CO.
DAN CAMPBELL, PREST. FIRST NATL. BANK OF TROPICO.
C. T. CROWELL, DIRECTOR SECURITY NATL. BANK.
J. T. COOPER, REAL ESTATE.
WARREN GILLELEN, CAPITALIST
T. L. GOOCH, HORTICULTURIST.
R. H. HOWELL, DIRECTOR SECURITY NATL. BANK.
STANLEY VISEL, LAWYER.
ALLIN L. RHODES, LAWYER.

CAPITAL STOCK $500,000.00

OFFICERS
TOM C. THORNTON, PRESIDENT & GENERAL COUNSEL.
STANLEY VISEL, VICE PRESIDENT.
ALLIN L. RHODES, SECRETARY-MANAGER.
C. SUMNER JAMES, ASSISTANT SECRETARY.
LEGAL DEPARTMENT
W. P. FREEMAN.
THOS. W. HART.

Los Angeles Title Insurance Co.

SUCCESSOR TO THE BUSINESS OF
TITLE ABSTRACT AND TRUST CO.
AND
LOS ANGELES TITLE AND TRUST CO.

PHONES: SUNSET MAIN 6867 / HOME 60611

INCORPORATED AUGUST 21, 1890.

626 SOUTH SPRING ST. LOS ANGELES, CAL.

No. 142897

Guarantee

Ld. 6-

Made at the request of David W. Griffith.

After an examination of the official records of the County of Los Angeles, State of California, except those hereinafter named, and of the records of the Federal Offices located at Los Angeles, in relation to the title of the real property hereinafter described, the

Los Angeles Title Insurance Company

a Corporation organized and existing under the Laws of the State of California and having its office and place of business in the City of Los Angeles, County of Los Angeles, State of California.

hereby guarantees that the title of said properly as it appears from said records is vested in

D A V I D W. G R I F F I T H.

F R E E O F I N C U M B R A N C E S

Except: Taxes for the fiscal year 1919-20, a lien.

D E S C R I P T I O N

The West Twenty (20) acres of the South half of the South East quarter of Section Thirty-six (36), Township Three (3) North, Range Fifteen (15) West, S. B. M., in the County of Los Angeles, State of California.

NOTE: Said property is situated in the Angeles National Forest Reserve.

142897-2

This Guarantee does not Include an Examination of, or Report on,

1. *Municipal Records (except the City of Los Angeles.)*
2. *Records of, or matters relating to, Boulevard, Irrigation, Drainage, Reclamation, Overflow, Protection, Storm Water, Road Improvement, Fire Protection, Lighting, Sanitary or Levee Districts, if the property above described lies within the boundaries of any such district.*
3. *Proceedings by the City of Los Angeles to construct sewers or improve, widen or open streets or alleys in said City, or for street, street-lighting, shade-tree, sidewalk, park and playground improvements, until the same become a lien under the statute.*
4. *The validity or legality of tax sales, assessments, attachments, leases, easements, declarations of homestead or money judgments if any are mentioned in this guarantee.*
5. *Existing roads, mining locations, water locations or matters relating thereto or reservations contained in Letters Patent.*

In Testimony Whereof, the Los Angeles Title Insurance Company *has caused this Guarantee to be duly signed by its President and attested by its* Assistant *Secretary under its corporate seal this* Fifth *day of* April, 1919, *at* 8:30 A.M.

Los Angeles Title Insurance Company,

By

Tom C. Thornton

President

Attest: J. S. Parker

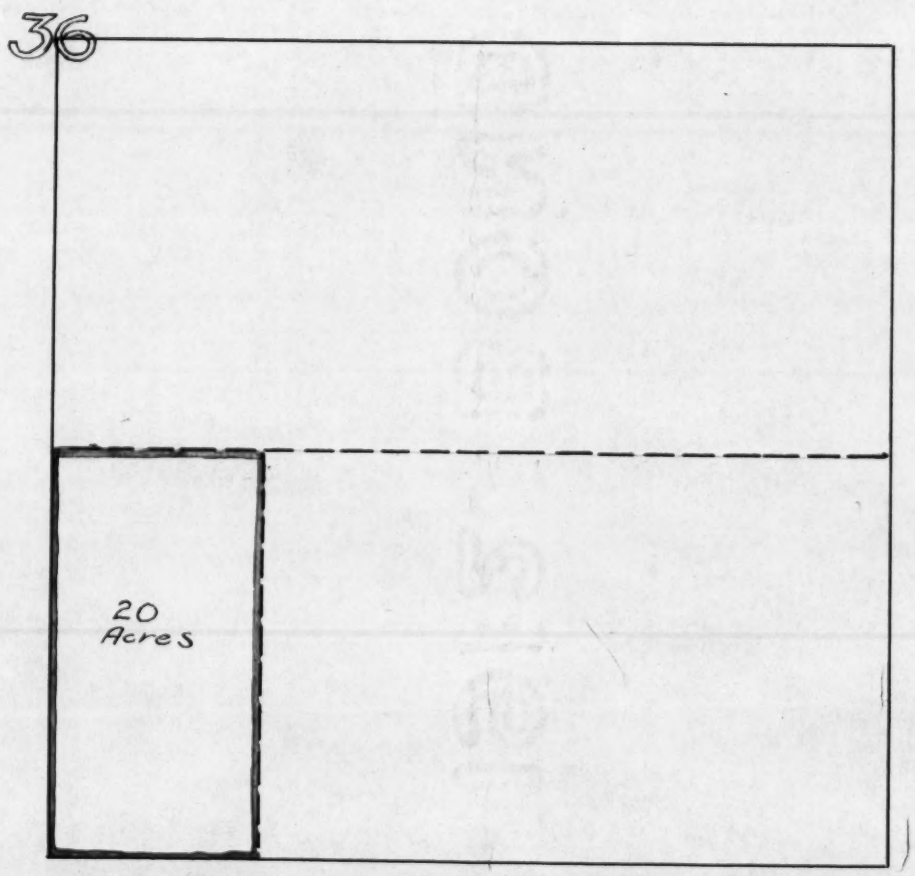
Assistant Secretary

N.

Plat
Showing part of

Sec 36 T 3 N R. 15 W
S. B. M.
L.A. Co. Cal.

S



CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NIGHT LETTER

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1919 APR 8 PM 10 01

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S1 NEWYORK NY 8

ALBERT H T BANZHAF

2206

HOTEL ALEXANDRIA LOSANGELES CALIF

SCHWALBE PHONED STATING THAT THEY HAD NOT RECEIVED THE INSURANCE POLICY I TOLD HIM IT HAD BEEN TAKEN CARE OF AND THE PAPERS SENT TO LOSANGELES FOR MR GRIFFITH TO SIGN STOP ZUKOR SAID SOMETHING ABOUT HAVING WIRED TO THE COAST RELATIVE TO PAYING FOUR THOUSAND DOLLARS BONUS TO GET THEATRE NEWYORK WE CAN SECURE LIBERTY THEATRE ABOUT MAY TWENTIETH IF NOT LIBERTY COHAN PRACTICALLY SURE OF ONE OF THE TWO ABOUT THAT TIME REGARDS

GREY.

Author
West F. Sarbeau
906 Lincoln Place

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

a big spectacle and in this respect was something entirely new for D. W. Griffith, whose previous productions have all been big, spectacular photoplays.

Mr. Griffith's latest success, "A Ro-

LIVES ON

Kate Bruce, Griffith Player, Has Great Record.

Kate Bruce, who plays the role of the mother in D. W. Griffith's third

milk and toast and ice cream. Her endurance is equal to all the demands of the camera and her unusual diet enables her to do much strenuous work and do it well.

Following
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A Romance
lso Henry

THEATRE

Lillian Gish and Robert Harron are the two stars whose love, hope and faith are weaved into a picture that will live long as a classic.

It's a picture with a whirlwind finish—a great climax that you should not miss seeing.

D. W. GRIFFITH'S

"A Romance of Happy Valley"

OF THE BOOK OF LIFE

bring tears to the eyes, with that of humor that are really delicious, and between the two an entirely pleasing result is obtained." — Philadelphia (Pa.) Inquirer.

"Robert Harron plays his part with a wonderful intelligence in a language that all can understand. He dignifies the screen."—T. E. Oliphant, New York Mail.

"Robert Harron exhibits marvelous talent."—Tamar Lane, Boston Record.

"Robert Harron's acting is superb." —W. K. Hollander, Chicago News.

A PAGE FROM THE BOOK OF LIFE

An ARTCRAFT Picture

Coming Soon

THE ATER

¶ Just a weather-beaten old coat, used for a scarecrow, was the only tangible thing left to remind her of him.

¶ "On the 365th day I will return," he told her. But the 365th day came and went, and the 366th, and days and days until eight years had passed.

¶ Then—a D. W. Griffith climax! A whirl of events that sets your brain wondering, "*Is* there no limit to this man's art?"

¶ Lillian Gish and Robert Harron are in the cast. You remember them from their last Griffith success, "The Greatest Thing In Life."

D.W. GRIFFITH'S

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D.W.GRIFFITH'S

"A Romance of Happy Valley"

A PAGE FROM THE BOOK OF LIFE

An ARTCRAFT Picture

Coming Soon

THEATER

"THE SONG— THAT WILL REACH EVERY AMERICAN HEART."

Published by

LEE JOHNSON MUSIC PUBLISHING CO.

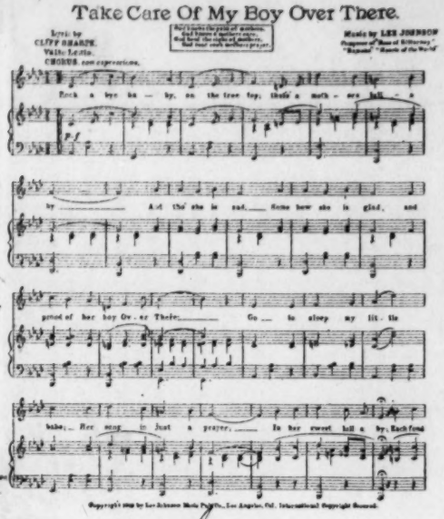
LEE JOHNSON'S SONGS THAT REACH THE HEART

LOS ANGELES
NEW YORK
LONDON

ALBERT & SON, Sydney, Sole Agents for Australia & New Zealand

835-836 SAN FERNANDO BLDG.,

LOS ANGELES, CAL.



April 8th/19.

7

Mr Bidwell.
Griffith Studios.

Dear Sir—
I am sending music to you by Mr Edson which I am sure will please you. It is very essential to use a Harp in these quiet love scenes and will be very effective.
You may give Mr Edson the check for the scoring and oblige
Yours Sincerely
Lee Johnson.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNIVERSITY OF CALIFORNIA
COLLEGE OF AGRICULTURE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
CO-OPERATING

DIVISION OF AGRICULTURE EXTENTION

FARM ADVISORS
AGRICULTURE CLUBS

Office of the Farm Advisor
357 Court House,
Los Angeles, California

April 8, 1919.

Mr D. W. Griffith,
4500 Sunset Bvd.,
Los Angeles, California.

Dear Sir:

At the instance of Mr Harry Carr I took occasion the other day to visit your thirty acre citrus orchard near Pacoima. I find that a part of this orchard is located on gravel and cobblestone, typical of an old wash. There is no soil or plant food there and no body to act as a sponge and hold water. I believe it would be possible to grow lemons and oranges, but think they would probably cost you many times what you could sell them for. I therefore recommend that that portion of the orchard, perhaps ten or twelve acres located on this wash, be abandoned for citrus production.

The orchard is also subject to heavy winds which come from around the norther corners of the hill. It would be advisable to provide windbreaks to improve this condition and inasmuch as Eucalyptus, or blue gums, can be made to grow in wash soils, the land which is abandoned for lemon growing, may be planted to Eucalyptus, and after a time a windbreak develop.

The higher parts of the orchard extending to the south, have a body of soil which may respond, and I would suggest that you plant melilotus indica, or bitter clover, every winter as a green manure crop and that you reinforce this by an application of from 10 to 15 tons per acre, of stable manure, about the time the green manure crop is plowed under. I would not waste money buying commercial fertilizers, although after the humus of the soil is built up, for a few years it may be profitable to apply a certain quantity of organic material, such as dried blood or garbage tankage.

The pruning of the lemon trees, is to my mind unsatisfactory. They have been repeatedly stubbed

back so vigorously that they are getting in bad shape. I would suggest that an expert pruner, or at least a man who knows more about the business be employed. The Farm Bureau has given so many demonstrations throughout the county during the last year and a half, that there are many professional pruners who know better than the man who did your work.

The irrigation of this soil requires considerable skill. I would suggest that the irrigations be frequent and light, rather than heavy and far apart. If possible, irrigate every ten days or two weeks and watch the moisture of the soil in order to keep the moisture content as near to optimum as possible.

Lastly, I would suggest that if possible you give the orchard your personal attention. Citrus orchards will not thrive and develop well under hired management. The best fertilizer for a grove is the "tracks of the owner" and we have found in many years of observation that where a man is unable to visit his grove and look after it personally with sufficient frequency, that it is better to sell it to some one who could either live on it or look after it closely.

The Farm Bureau would be glad to assist you from time to time as you may need help in working out the problems on this orchard. The services of the Farm Advisors are provided by the government at no cost to you. The Farm Bureau, however, would like to have you become a member and receive the monthly publication. Membership dues are one dollar per year.

Very truly yours,

J. Eliot Coit

County Agent

By

JEC/L

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 9, 1919.

Dear Sir:

At the request of Mr. Oscar A. Price, we enclose you copy of a letter dated March 13, 1919, sent to you by Mr. W. G. McAdoo, relating to a call for payment upon your subscription to the stock of the United Artists Corporation.

Very truly yours,

McAdoo Cotton & Franklin

David W. Griffith, Esq.,
Hollywood, Calif.

"THE SONG— THAT WILL REACH EVERY AMERICAN HEART."

Published by

LEE JOHNSON MUSIC PUBLISHING CO.

LEE JOHNSON'S SONGS THAT REACH THE HEART

LOS ANGELES
NEW YORK
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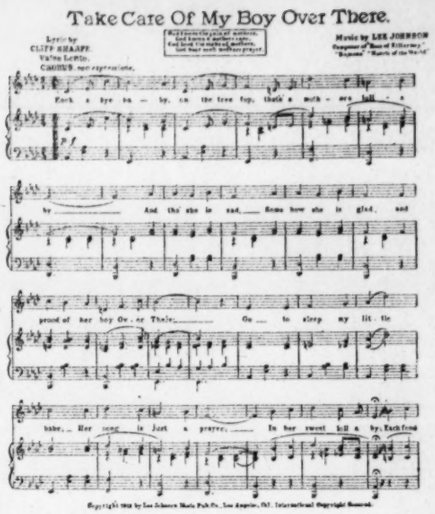
835-836 SAN FERNANDO BLDG.,



LOS ANGELES, CAL. April 9th, 1919.

My Dear Mr Bidwell;

I am writing you at Mr Johnson's request and enclosing you his letter in re orchestration. In order to get before you properly the situation as we understand it will say that Mr Johnson's original contract called for the furnishing of themes and he furnished and you paid for those themes and that matter was closed. Mr Johnson further furnished you harmonization of melodies which you asked for without further charge for which the union rate is $3. per page (Article 31, Section B). Then you asked for orchestrations, per your director, of four ~~themes~~ numbers which when fully orchestrated amounted to 38and 1/4 pages which under the Union rate Section 31, Section D is $1 per page, so you see under Sec D he is entitled to $38.25 for orchestration and under Section B he would be entitled to $3 per page for harmonization and $1 per page for orchestration, making $4 per page in all, yet he offered to do better than that by you so it seems you are not familiar with such matters or else you are working outside the Union. Mr Gottschalk being an honorary member of the Union should be familiar with these things and I feel that in justice to Mr Johnson I should call these matters to your attention as he is a member of the Union of which I have the honor to be also an honorary. I do not know that Mr Johnson would be allowed to make you the original proposition without consulting the Union as he was clearly working below the Union scale and as I understand it would be liable to a fine and that I will have to take up before I can talk further with you in this.

Hoping that this will clear the matter up, I remain

Yours very truly,

Charles Farwell Elson

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MUSEUM OF MODERN ART FILM LIBRARY

S. J. WHITMORE, PRESIDENT
JOSEPH REICHL, MANAGER

CABLE ADDRESS
"MUEHLEBACH"

Hotel Muehlebach

Whitmore Hotel Co.
LESSEE

Kansas City, Mo.

April 9, 1919

Mr. D. W. Griffith
Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

Dear Mr. Griffith:

"The Girl Who Stayed at Home" opened here at the Royal Theatre with all the military atmosphere removed. The enclosed critique speaks for itself. You would not have recognized at all the production beyond the fact that your principals were characteristic and individual in the production.

Herewith is data pertaining to the press of Kansas City with its attitude and personnel.

Leaving here for St. Louis where the subject of censorship will be obtained in detail.

Faithfully yours,

Arthur Ryan

wrote to Medal Aug 15 re expiration 1923

74

April 9/19

AGREEMENT made this 9th day of April, 1919 between MANUEL SAENZ and ERNESTO J. MAI, doing business as SAENZ & MAI, by Arthur Ziehm, their agent, hereinafter referred to as The Licensors, parties of the first part, and MEDAL FILM COMPANY, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of New York, hereinafter referred to as the Licensee, party of the second part,

WITNESSETH:

WHEREAS, the Licensor possesses the sole and exclusive right to distribute, exhibit and arrange for the exhibition throughout the territory hereinafter described, and to license others to exhibit and display positive prints of the motion picture entitled INTOLERANCE; and

WHEREAS, the Licensee desires to obtain from the Licensor the sole and exclusive right, license and privilege or franchise to exhibit and arrange for the exhibition and to license others to exhibit and display such motion picture throughout and within the geographical boundaries of Cuba, Porto Rico and Santo Domingo, in the manner and upon the terms hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the premises,

the recitals aforesaid and the sum of one dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further consideration of the covenants, conditions and agreements hereinafter contained and set forth, the parties hereto have agreed and do hereby agree as follows:

FIRST:- The Licensor hereby grants to the Licensee upon terms and conditions and subject to the limitations hereinafter set forth, for a term of three years from and after the date hereof, the sole and exclusive right, license and privilege to exhibit and display and or arrange for the exhibition and display, throughout and within the geographical boundaries of Cuba, Porto Rico and Santo Domingo, one positive print of the motion picture photoplay entitled INTOLERANCE. This license is expressly limited by the terms and conditions set forth in this agreement and shall not grant or be construed to grant to the Licensee any right, privilege or license other than as is herein expressly set forth.

SECOND:- The Licensor agrees to furnish by way of license and the Licensee agrees to take and accept delivery of one positive print of said motion picture photoplay entitled INTOLERANCE with Spanish titles, and the Licensee agrees to pay to the Licensor for the rights hereby conferred upon the

Licensee, seventy five percent. of the gross receipts received by the Licensee on account of the exhibition and exploitation of said motion picture photoplay; it being understood and agreed that the actual cost to the Licensee of posters, photos and advertising material used in connection with said motion picture photoplay shall be deducted from the gross receipts before any division thereof is made as herein provided.

It is understood and agreed that the term "gross receipts" shall be understood to include any income from the use of said prints derived directly or indirectly, including that derived from the granting of local exhibition rights, but shall be exclusive of the receipts of the Licensee on account of the lease, sale or other disposition of all accessories, display of advertising matter.

THIRD:- The Licensee agrees to pay out of its percentage of the gross receipts, as hereinafter provided, all duties, taxes, freights, imports, transportation, and insurance charges in any way connected with the shipment, carriage and receipt of the prints of said motion picture photoplay, and all charges for advertising the said motion picture photoplay in the local newspaper.

FOURTH:- The Licensee agrees to give its undertaking

its best efforts and that of its agents and employees, to the end that the gross returns shall be as large as possible, it being understood and agreed that no person, firm or corporation shall be restricted or refused the right to exhibit the said motion picture photoplay for the reason or on account of not accepting or exhibiting other pictures handled and distributed by the Licensee.

Where the Licensee books the said motion picture upon a percentage basis the Licensee agrees that the rental to be charged the Exhibitor shall be at least fifty per cent. of the gross box office receipts of the Theatre during the exhibition of the said motion picture and the Licensee in making such percentage agreements to exhibit said motion picture shall exact a covenant from the Exhibitor requiring him to raise the price of admission to said theatre during the exhibition of said motion picture at least fifty per cent.

FIFTH: The Licensee agrees to furnish in duplicate to Arthur Ziehm, at his office 509 Fifth Avenue, New York City bi-weekly during the time the Licensee is in possession of the print of the said motion picture, a statement which shall show in detail the business transacted during said two week period and which shall include an itemized statement of the bookings secured by it and the gross receipts received by it during said period from the prints of the said motion picture photoplay. Such statement shall be mailed to Mr. Ziehm on the first and fifteenth days of each month and

at that time the Licensee shall pay in New York funds in lawful money of the United States of America the amount thereon shown to be due to the Licensor; all payments to be made to Mr. Ziehm. All statements shall be true, full, accurate and correct and shall show each and every booking secured by it and all exhibitions of films or prints during said two week period and all receipts from every source derived by the Licensee, directly or indirectly, relative to the said motion picture.

SIXTH:- The Licensee shall keep true and complete books and records of all business relative to the said motion picture photoplay distributed under this agreement. It is agreed that the Licensors or their duly accredited representatives shall have free access at all reasonable times to the books, records, papers and vouchers of the Licensee and of all its branch and subsidiary offices pertaining to the booking, rental, local exhibition rights and receipts from all sources relating to the production furnished hereunder, and they shall have the right to employ an accountant or accounts who at all reasonable times shall have access to said books at the office of the Licensee as well as at all its branch or subsidiary offices.

SEVENTH:- The Licensee agrees not to exhibit or

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MUSEUM OF MODERN ART FILM LIBRARY

cause or permit to be exhibited any print of the motion picture distributed under this agreement in any territory other than the territory specifically granted and described in this agreement.

EIGHTH:- All right, title, interest and ownership in and to said positive print shall at all times remain and be vested in the Licensor and at the expiration of the term of the license herein granted shall be returned to and at the expense of the Licensors, if a demand therefor is made, in such condition as originally delivered to the Licensees, due allowance being made for the reasonable wear and tear thereof, provided it has not been destroyed, stolen or rendered useless by unavoidable accident, in which event the Licensee will forthwith notify the Licensors by cable or by registered mail and if requested by the Licensors will supply the evidence, by affidavit, of such destruction or loss.

NINTH: The Licensee covenants and agrees that neither the Licensee nor its servants, agents, or employees will make, manufacture or print duplicate negative or positive prints of aforesaid positive print licensed hereunder, or pwrmit or cause the same to be made, manufactured or printed, and the Licnesors hereby give and grant to the Licansee in the name of the Licensors or otherwise, to enjoin any

exhibition of the motion picture photoplay not authorized and licensed hereunder within the said geographical boundaries, but any such action shall be taken by and at the cost and expense of the Licensee, and the Licensors shall be in no way liable for the acts of the Licensee in relation thereof

TENTH:- The Licensors agree that they will not exhibit or cause to be exhibited or give permission to be exhibited in the territory herein provided for prints of any of the motion pictures, the rights of w ich have been acquired hereunder, nor will they lease, supply or sell prints or films of the siad motion picture to any other person, firm, association or corporation in said territory, except upon terms forbidding their exhibition in the territory covered by this agreement during the period within which the Licensee is entitled to prints of such motion picture,

ELEVENTH:- It is expressly understood and agreed that this agreement and each and every term and condition thereof shall not be assigned by the Licensee without the written consent of the Licensor first had and obtained, and each and every terma and condition thereof shall be construed under the laws of the State of New York and/or of the United States of America.

TWELFTH:- In the event of a breach by the Licensee of any of the terms and conditions of this agreement have the right, upon written notice to such effect addressed to the Licensee at the address hereinbefore mentioned, to revoke this license herein granted and every part thereof. Upon such revocation, all rights of every nature, kind and description granted to the Licensee shall immediately cease and determine and shall forthwith revert to the Licensors. Moreover, upon such revocation or irrespective of such revocation, upon the aforesaid prints, or any of them, being found anywhere without the geographical boundaries herein specifically mentioned, the Licensors shall have the right to retake the positive prints of the aforesaid motion picture photoplays. This prevision shall not be construed as a waiver by the Licensors, of its legal and equitable rights in the premises for damages or otherwise, but shall be in addition thereto.

IN WITNESS WHEREOF the Licensors have caused these presents to be signed by their agent and the Licensee has hereunto set his hand and seal, the day and year first above written.

_____ & _____ (LS)

MEDAL FILM COMPANY INCORPORATED

By

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

April 10, 1919.

Mr. John G. Pembleton,
Two Rector Street,
New York, N. Y.

Dear John:

I enclose herewith assignment of F-Four Corporation of its interest in the Policy No. 261,365, on the life of David W. Griffith, Travellers Insurance Company to First National Exhibitors Circuit, Inc., the original policy is in my safe -- Miss Dineen knows where.

Copy of this assignment should be attached to the policy and the same, together with copy of the assignment from Mr. Griffith to the F-Four should be delivered to Mr. Grey, who in turn can deliver the policy and the assignments to the First National Exhibitors Circuit.

The First National Exhibitors Circuit should, however, pay to the F-Four Corporation the proportion of the premium for the period covered by the balance of the present policy year, during which the First National Exhibitors are thus insured. In other words, the premium should be apportioned similar to a tax or a rent of premium having been paid in advance by the F-Four. I believe the present year expires sometime in June; policy will give this information. Thereafter the First National are to pay the annual premiums as they become due out of their own funds and they are to agree to reassign the policy at the time of the delivery by Mr. Griffith to the First National of the last of the three pictures which he is under contract to deliver.

Mr. Grey should, before delivering this policy, get a letter from Schwalbe stating that they have no objection to Mr. Griffith making an extra picture for the Famous Players, provided it does not interfere with his contract to deliver a picture to them by January First, next. This provision is to cover the Chink picture which Mr. Griffith will handle special and in order so to do, He will make an extra program picture for the Famous Players and carry out his contract with them. You will remember we discussed this proposition before leaving and Mr. Griffith feels that the First National should be advised of the situation and consent thereto.

With best regards to you and the office force, I remain

Sincerely yours,

Albert H. Banzhaf

P. S.--It might be advisable to attach the F-Four seal to the enclosed assignments. This seal is in our office.

A.H.T.B.

EUROPEAN PLAN. ABSOLUTELY FIRE PROOF

CABLE ADDRESS: "JEFFERSON"

Hotel Jefferson,
St. Louis, Mo.

A.B. GAINES, PRESIDENT. S.W. FORDYCE, VICE PREST.
LYMAN T. HAY,
GENERAL MANAGER.

St. Louis, Mo.
April 10th, 11th, & 12th, 1919.

Mr. D. W. Griffith,
Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Calif.

Dear Mr. Griffith:-

Enclosed you will please find data pertaining to St.Louis.

Wired you yesterday that I had emphatically denied the false rumor that got out concerning my attitude toward Censorship. When Mr. Hess came on from New York, he showed me an item on the front page of 'Wid's' in which he had quoted me correctly that I was opposed to Censorship in any form and then in a second paragraph, not quoted, stated that I thought there might be hope for Federal Censorship, but not local. I immediately denied this by wire and the denial was published a couple of days later. Mr. Hess knew all about this and saw my denial. Just as soon as I get back to New York, which will be by Tuesday, I shall investigate whatever false rumors are going about and in detail again deny what has been circulated.

Faithfully yours,

Lyman Hay

P.S. Leaving here for Chicago tonight and will leave Chicago not later than Monday to be in New York Tuesday. Received a wire from your brother in which he asked that I get back to New York after completing this trip. Wired him to the effect that I would be there by Tuesday.

Mme. I. de Valencia

Telephone (061 plaza) 211. E. 57. St.
N. Y. City

Mme. Irene de Valencia
211 East 57th St.
New York City.

New York, April 12, 1919.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

Before Mr. Thompson left New York, he called on me, as I was trying to interest Mr. Karger in a big production I wish to place on the screen, for which the best men in this art are required.

Mr. Thompson thought that you were the man for this work and said that he would see you on his arrival in California. Has he spoken to you? If so, will you communicate with me and I will give you some idea of the magnitude of this work; or if you are coming to New York soon and will make an appointment I will be glad to present the subject before you. I have tried various times to see you, but it was impossible.

The work is a compilation of years and practically embraces every branch of the human thought.

Hoping to hear from you, I am

Yours very truly,

Irene de Valencia

"one wh
in San Domingo, and t
partment has forgotten him.
band is fighting the worst of bandits
North Russia, and according to latest reports the little band of brave Americans are entirely cut off from the outside world receiving food by airplane only.

When we people of Michigan appealed to the War Department to send help to our boys we got this answer: "the situation is well in hand and they are under the command of the British." Quite nice, don't you think? And now Secretary Baker says he is not alarmed and we have come to the conclusion he is not even interested. But they cannot visit Europe and take care of America too.

BUGLER'S WIFE.

A Pleasing Photo Play.

To the Editor of the Post-Dispatch.

Every once in a while, when a motion picture is a little "off color," the producer and performer get quite a bit of free advertising in the newspapers. Now here is a case where producer and performers have given us something so sweet, clean, and altogether charming, that it would seem to be only just to the industry as a whole that you print this appreciation and give some free advertising to a picture that leaves such a sweet taste in the mouth that I hope we may have more like it; let's encourage the producers to make that kind by letting them know we approve of it. It is called the "Romance of Happy Valley" and it lives up to its name.

PHOTOPLAY FAN.

A Shipper's Complaint.

To the Editor of the Post-Dispatch.

Our public service commissioners advise me that they have no power to force local freight trains to run on time. The Iron Mountain local freight south, is due at Hogan at 1:30 p. m., and arrives at any time between 1:30 and 8 o'clock p m. The local freight north, is due at Hogan at 8:40 a. m. and arrives all the way from 8:40 to 1 o'clock p. m.

Some time ago the company issued an order, not on the time card, to run a local freight south one day and back the next. I have asked our legislators, both representatives and senators, to have this law changed, giving the commissioners power to control this train as this is a detriment to the patrons of the road.

I am writing this to see what the wholesale dealers and manufacturers of our cities think of their customers being treated in such a manner.

Yours for better service,

G. W. SCOGGIN, Glover, Mo.

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"THE WAR MA

From the Minneapolis
Income tax statistic
the great war concerni
given, and it remained
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campaign contributions t
the world conflict has pr
millioniaires.

Congressman Henry T.
discovery, which, he says,
perusal of income tax retu
of the war, to the signing

"While the war has not
number of great Generals,
000 millionaires," said Cong

"A careful examination o
—and I have made that ki
show that we had 7400 mil
1914. In 1915 we had at le
1916 we had at least 17,000

"Statistics are not availa
1917 and 1918. The chance
the number of millionaires di
ratio on account of the tax
trance into the war, but it i
estimate to say that we hav
States 24,000 millionaires, of
war millionaires, coming int
the war in Europe in 1914 a
of near millionaires has also

A THR

From the San Francisco Chr

Frank was a young negro
the United States in the cap
were being unloaded at a p
huskies on the ship were ca
shore.

The other workers were
at a time. Frank was in a h
he took one under each ar
At last his foot slipped and
into the water. He had an an

No heed was paid to him
continued to tread water a
length he cried: "Fo' de go
rope, boss. Fo' ef you'all
minnit, Ah's sho' goin' ter dr

April 14, 1919.

Mr. J. K. Burger,
Famous Players-Lasky Corp.,
485 5th Ave.,
New York, NY.

Dear Mr. Burger:

I am quite disappointed with your letter of April 2d, which was in reply to mine of March 28th, written in an effort to improve our service to the Famous Players-Lasky Corporation.

If our question was outside of your department, it seems as though you could very easily have consulted the Foreign Department, which, as we understand, is almost adjoining your office and five minutes of your time, or at least as little time as it took to dictate your letter would have placed us in direct communication with the Foreign Department, since it was necessary that the letter be referred to them.

However, as you suggest, we have taken this up with the Foreign Department and trust that in the future we may be able to be assured that we may print up foreign copies at the same time as we do the domestic copies and thereby work to better advantage ourselves, and also give the Foreign Department better service than we have in the past.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

ECB/BB

Manager

April 14, 1919.

J. W. Kays Company,
Metropolitan Bldg.,
Los Angeles, Calif.

Gentlemen:

Enclosed please find check for fifty dollars ($50.00) on account of International Policy No. 39236, same being insurance on my automobile.

I will endeavor to pay the balance of this bill before the period of my credit expires.

Yours very sincerely,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 15, 19191

Dear Mr. O'Brien:

Referring to my letter to you of March 31 and the several subsequent telephone conversations which I have had with you, I am now enclosing you a revised draft of the proposed Abrams contract. I have had a wire from Mr. Banzhaf telling me that Mr. Wright and he had no suggestions regarding a copy of this same draft which I sent him.

You will notice that I have left the name United Artists Corporation, as that was the name finally agreed upon between you and Mr. Cotton for the new corporation.

I have not changed paragraph II.

In place of the words "supervise" in paragraph III, I have said that Mr. Abrams shall "devote his entire time, efforts and services to the marketing, and distribution of photoplays". If you have some better phraseology in mind please let me know.

I did not attempt to embody in paragraph V the changes that you suggested, as I felt that these points were already pretty well covered. I did, however, change somewhat the provisions of paragraph VI along the lines suggested in my letter to you of March 31.

I have added a new paragraph - number VIII - entitling the corporation to injunctive relief against Mr. Abrams.

Will you let me know if the contract, as now revised, does not meet with your approval? We can then go over it together.

Sincerely yours,

Dennis F. O'Brien, Esq.,
Fitzgerald Building,
Times Square,
New York City.

GSF:AHE

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 15, 1919.

Mr. Lee Johnson,
San Fernando Bldg.,
Los Angeles, Calif.

Dear Mr. Johnson,

Enclosed please find our check for $75.00, which I think you will find to be ample remuneration for the rental of your music and the service you rendered. In fact, it is much more than it was really worth to us. There were so many errors in the orchestration that we were obliged to rescore practically everything that we used before it was in shape for turning over to the copyist.

We used in all only eighteen bars of the third section of the Chinese music, These eighteen bars having been found on four pages of the orchestration. The same eighteen bars were all included on less than one page of the sheet which had the melody for the piano only.

Yours very truly,

D. W. GRIFFITH STUDIO

Manager

ECB/BB

April 15, 1919

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

Enclosed a letter to be forwarded to Mr. Bowles if same meets with your approval.

Sincerely,

AHTB-W

April 15, 1919

George Bowles,
Paris.

Dear Mr. Bowles:

Mr. Griffith suggests that titles of "HEARTS OF THE WORLD" be changed so that Robert Harron will be treated as a French boy instead of an American. Miss Gish's parentage can remain the same. This will give added interest to the French public in the story and no doubt will make the same more popular throughout the country.

Mr. Griffith is also of the opinion that the rights to the Hearts should not be sold for less than Fifty Thousand Dollars; that he would rather withdraw it from France and keep it for future use than sell it for anything less.

We are pleased to hear that you have obtained a theatre for the production of Intolerance and The Birth Of A Nation, and trust that you will have great success with the same.

Sincerely,

AHTB-W

April 15, 1919

Mr. S. E. V. Taylor,
Studio.

Dear Mr. Taylor:

The first picture which you have done for the Dorothy Gish Company is "Battling Jane" and since, in my judgment it was original in theme, I deem that you are entitled to five per cent of the profits instead of three on this particular production, and therefore have instructed Mr. Bidwell to pay you five per cent on the net profits thereof. This percentage, of course, refers only to this one picture.

Sincerely,

DWG-W

April 15, 1919

Mr. John P. Carter,
Collector of Internal Revenue,
Los Angeles, Calif.

Dear Sir:

I hereby certify that owing to the necessity of obtaining figures from New York City, and owing to sickness of the person delegated to file the data necessary and properly complete my income tax return, it was impossible for me to complete the same within the thirty days extension of time granted me, and which expired yesterday, April 14th.

Respectfully,

Sworn and subscribed before me this ..... day of ..... 1919.

....
SIGNATURE OF OFFICER ADMINISTERING OATH. TITLE

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

April 15th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, Cal.

RE: Policy #449337 "Springfield"
" #41903 "Merchants Fire"

Attention Mr. Bidwell,

Gentlemen:

We take pleasure in handing you herewith the above numbered policies renewing policy #486752 "Michigan Commercial" which expires on April 16th, and which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By D. W. Campbell

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

Big 4 contracts

April 15, 1919.

Dear Mr. Banzhaf:

I was very glad to get your wire informing me that neither you nor Mr. Wright had any changes to suggest in regard to the draft of contract - which I sent you on March 28 - regarding the employment of Mr. Abrams by the United Artists Corporation.

Mr. Price, as you know, has been here during the last few days and I have discussed the provisions of the contract with him, and they seem to be satisfactory. Mr. O'Brien, however, had certain changes to suggest, a number of which I have adopted. I therefore, enclose you a revised draft of the proposed contract. I should be glad if you would also show the enclosure to Mr. Wright and let me have any further suggestions that occur to you.

I am enclosing you copy of a letter which I have written to Mr. O'Brien, which will explain somewhat the changes which he had in mind.

Mr. Price is planning to take up this contract with Mr. Abrams to-morrow.

Sincerely yours,

George S. Franklin

Mr. Albert H. T. Banzhaf,
Hotel Alexandria,
Los Angeles, Calif.

GSF:AME

MEMORANDUM OF AGREEMENT made and entered into in duplicate on this day of April, 1919, by and between HIRAM ABRAMS (hereinafter designated as "Mr. Abrams"), party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized under and pursuant to the laws of the State of Delaware (hereinafter designated as "the Corporation"), party of the second part,

W I T N E S S E T H

WHEREAS the Corporation has entered into certain contracts each dated February 5, 1919, with certain artists respectively, engaged in the production of photoplays, to wit: Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (known as Mary Pickford), whereby each of the said artists has agreed (1) to produce not less than three photoplays yearly during periods of three (3) years (each of such three year periods to commence from certain dates as respectively provided in such contracts) and (2) to grant to the Corporation the sole and exclusive license to market, exploit, distribute and turn to account such photoplays, in the United States, Alaska, Dominion of Canada and Newfoundland, as provided in such contracts respectively, for the respective periods of

five years from the respective dates fixed for the release of such photoplays by the Corporation as provided in such contracts, and

WHEREAS the Corporation may from time to time enter into other contracts with other artists for the marketing and distribution of other photoplays, and

WHEREAS the Corporation desires to employ a General Manager in connection with the marketing, exploitation, distribution and turning to account of such photoplays, and

WHEREAS Mr. Abrams desires to act as such General Manager for the Corporation:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth, and the further consideration of the sum of One Dollar each to the other in hand paid, the receipt of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties hereto as follows:

I

TERM OF EMPLOYMENT

Mr. Abrams shall devote exclusively his entire time to the service of the Corporation in the capacity of General Manager for a period of three (3) years from such date as the President of the Corporation

1

may hereafter designate in writing, (such date not, however, to be later than 1919) and the Corporation shall employ Mr. Abrams as such General Manager and pay Mr. Abrams the compensation hereinafter provided for, during such three year period, provided such employment shall not be sooner terminated by the Corporation, as hereinafter provided.

II

TERMINATION OF EMPLOYMENT

The Corporation, by resolution of its Board of Directors, shall have the right, in the sole discretion of such directors, to terminate such employment of Mr. Abrams at any time, such termination to take effect thirty (30) days after written notice of such termination shall be mailed or delivered to Mr. Abrams at the office of the Corporation in the City of New York.

III

DISTRIBUTION

Mr. Abrams, as General Manager, shall devote his entire time, efforts and services to the marketing and distribution of the photoplays to be marketed and distributed by the Corporation in the United States, Alaska, Dominion of Canada and Newfoundland, as provided in the contracts between the Corporation and certain artists described in the recitals of this contract, and

as may be provided in such other contracts, as may hereafter from time to time be entered into by the Corporation in regard to the marketing and distribution of photoplays, to the end that each and every provision of such contracts, now or hereafter entered into by the Corporation, shall be carried out, in accordance with such plan or plans for the marketing and distribution of such photoplays, as may, from time to time, be adopted and approved by the Board of Directors of the Corporation.

IV

EXPENSES

Mr. Abrams guarantees that the entire expenses of the Corporation, after deducting from such expenses only (1) the salary of the President of the Corporation and (2) the retainers and fees of the General Counsel of the Corporation, shall not exceed twelve (12) per cent. of the gross receipts received by the Corporation from the marketing and distribution of such photoplays and accessories in the United States, Alaska, Dominion of Canada and Newfoundland, (whether or not, under the terms of any contracts between the Corporation and the artists, such gross receipts belong to the Corporation or to the artists). Such expenses shall include all sums paid to Mr. Abrams on account of his compensation, as hereinafter provided. In case such expenses shall exceed twelve (12) per cent. of such gross receipts, then

such excess shall be deducted from the compensation of Mr. Abrams as herein fixed, but the liability of Mr. Abrams in respect of any such deductions shall not exceed the compensation to which Mr. Abrams may be entitled to hereunder, whether or not such compensation has been actually theretofor paid to Mr. Abrams.

V

COMPENSATION

Mr. Abrams shall receive as compensation for his services as General Manager, amounts equivalent to the following percentages of the gross receipts of the Corporation derived from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material (whether or not such gross receipts belong to the Corporation or to the artists):

three-quarters of one per cent. on amounts up to $300,000;

one and one-half per cent. on amounts over $300,000 but not over $500,000;

three and three-quarters per cent. on amounts over $500,000 but not over $600,000; and

one and one-half per cent. on all amounts over $600,000.

The gross receipts from such photoplays shall be ascertained separately and such percentages shall be calculated

upon such separate receipts from each photoplay and not upon the aggregate receipts of the Corporation for all photoplays. The Corporation shall pay Mr. Abrams Five Hundred Dollars ($500) a week, from and after the date fixed for the commencement of his employment as hereinbefore provided, and such payments shall be charged against Mr. Abrams as advance payments on account of the compensation which Mr. Abrams is to receive as hereinbefore provided, based on percentages of the gross receipts.

VI

SETTLEMENTS

Tentative settlements between the Corporation and Mr. Abrams shall be made as of July 1, 1930, and shall be completed as soon as possible thereafter, and tentative settlements shall be similarly made as of each January 1 and July 1 thereafter during the continuance of Mr. Abrams' term of employment. Upon such tentative settlements all expenses as provided in Paragraph IV hereof, and the moneys actually received from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, (less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material) shall be ascertained and stated and the compensation to which Mr. Abrams is entitled, as herein

provided, as of such January 1 or July 1, as the case may be, shall be ascertained and paid. Final settlement shall be made as of the date of the termination of the employment of Mr. Abrams, (whether by lapse of time or in accordance with the provisions of paragraph II hereof) and shall be completed as soon as possible thereafter, and any amounts found due Mr. Abrams shall thereupon be paid to Mr. Abrams, provided that if upon such final settlement it shall appear that the Corporation shall have paid Mr. Abrams a greater amount than he is entitled to hereunder, then Mr. Abrams shall refund to the Corporation such amount. Such final settlement shall be made on the basis of moneys actually received on or before the date of such termination (less any portion of such receipts representing advance payments not yet earned) and on the basis of all expenses as provided in Paragraph IV hereof incurred and accrued on or before such date.

VII

ARBITRATION

In case any dispute shall arise between the parties hereto respecting either the construction of any of the provisions hereof or any accounting hereunder, the parties shall each respectively choose and appoint one disinterested person to act as referee. Such appointment shall be made as follows: Either party

hereto desiring to submit any matter in dispute to the decision of referees, as herein provided, may give written notice of the appointment of a referee to the other party hereto and thereafter such other party shall appoint another referee. Should any two referees so appointed fail to agree, within a reasonable time, upon a decision in regard to the matter in dispute, such referees shall jointly choose a third referee and in case they shall not be able to agree upon such third referee, either of such referees, upon five days' notice to the other referee, may apply to the presiding Justice of the Appellate Division of the Supreme Court, State of New York, First Department, to designate such third referee, and such three referees shall thereafter, as promptly as possible, render a decision in regard to the matter in dispute. The parties hereto agree that any decision rendered by referees (or a majority thereof, if more than two be appointed) shall be binding upon the parties hereto, and agree to execute promptly the provisions of any such decision. Accountants may be appointed by any referee or referees hereunder to assist in the rendering of any decision in regard to any matter in dispute. The expenses connected with the reference of any matter in dispute to any referees hereunder shall be borne by the parties hereto in such manner as such referees shall determine in any decision rendered hereunder.

VIII

The parties to the contract agree that the services to be rendered by Mr. Abrams for the Corporation pursuant to this contract, are special, unique and extraordinary and cannot adequately be replaced, and for this reason and because of the consideration or compensation to be paid to Mr. Abrams pursuant to this agreement, Mr. Abrams agrees not to render services of any kind or character to any other person, persons or corporation for and during the period of his employment under this agreement, without the written consent of the Corporation first had and obtained, and that the Corporation shall be entitled to injunctive relief in the event of the breach or threatened breach of this contract by Mr. Abrams.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

MEMORANDUM OF AGREEMENT made and entered into in duplicate on this day of , 1919, by and between HIRAM ABRAMS (hereinafter designated as "Mr. Abrams"), party of the first part, and UNITED ARTISTS ASSOCIATION, a corporation organized under and pursuant to the laws of the State of Delaware and having its principal place of business in the City of , State of (hereinafter described as "Corporation"), party of the second part.

W I T N E S S E T H:

WHEREAS the Corporation proposes to acquire and sell, lease, market or dispose of photoplays and to improve the methods of marketing same and to market same in the interests of the artists who create them; and

WHEREAS the Corporation has entered into agreements dated
with Charles Chaplin, Douglas Fairbanks, David W. Griffin and Gladys Mary Moore (known as Mary Pickford) whereby each of the said foregoing artists has agreed to produce not less than photoplays yearly for a period of five (5) years for said Corporation and

WHEREAS said Corporation by such agreements secures the exclusive rights to lease and distribute said photoplays in the United States, Alaska and the Dominion

of Canada and Newfoundland for a period of five (5) years after each such photoplay has been delivered to said Corporation: and

WHEREAS said Corporation desires to employ a general manager to be in charge for it of the ~~market~~ing and distribution of such photoplays and any other photoplays the right to which said Corporation may hereafter acquire in the territories aforesaid; and

WHEREAS Mr. Abrams desires to act as General Manager for said Corporation and be in charge of such distribution by said Corporation subject to the conditions contained in the aforesaid agreements and such other conditions as may be from time to time contained in other agreements of the Corporation or may be specified by the Board of Directors or President of said Corporation, giving his entire time exclusively to said duties for said Corporation:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth, and the further consideration of the sum of One Dollar each to the other in hand paid, the receipt of which is hereby acknowledged by the parties hereto,

IT IS AGREED by and between the parties hereto as follows:

I

TERM OF EMPLOYMENT

Mr. Abrams agrees to devote his entire time exclusively to the services of the Corporation for a period of three (3) years from such time hereafter as the President of said Corporation designates in writing, which shall not be later than October 1, 1919 provided that any services rendered the Corporation by Mr. Abrams prior to the time so designated shall be without compensation, and provided further said employment is not previously terminated by the Corporation.

II

TERMINATION OF EMPLOYMENT

The Corporation has the right to terminate the employment of Mr. Abrams at any time upon mailing or delivering to him at the office of the Corporation in the City of New York thirty (30) days prior thereto notice of such termination of employment.

III

METHOD OF DISTRIBUTION AND LIMITATION OF EXPENDITURES

Mr. Abrams agrees that he will market and distribute the photoplays of the Corporation as provided in the contracts of the Corporation with the artists producing said photoplays which have now been executed or may hereafter be entered into by said Corporation in such manner that each and every provision therein with regard to distribution by said Corporation shall be carried out and further

in accordance with the plan of distribution to be determined by and subject to the limitations and control of the Board of Directors of said Corporation, and guarantees that the expense to said Corporation of the marketing and distribution of said photoplays shall not exceed twelve (12) per cent. of the gross receipts received from each such photoplay (said gross receipts to include all receipts from each photoplay distributed in the United States, Alaska, Dominion of Canada and Newfoundland for a period of five (5) years whether or not under the contracts of the Corporation all of such receipts belong to the Corporation or a portion thereof belong to the artists), provided that in determining the actual expense incurred in the marketing and distributing of each photoplay the salary of the President of the Corporation and the fees of the General Counsel of the Corporation and ~~the expense of making~~ prints from negatives which are parts or replacements shall not be included but every other expense of every kind and description, including advertising and such expenses as may be incurred by the Corporation ~~with the approval of Mr. Abrams~~ prior to the time of the commencement of his employment, shall be included; provided further that any expenses incurred by the Corporation other than with the consent or at the direction of or as a result of obligations entered into by Mr. Abrams shall not be included.

In determining whether or not the expenses incident

to the marketing and distribution of each photoplay exceeds twelve (12) per cent. of the gross receipts received therefrom, only as has been incurred and has accrued and such receipts as such expense ~~and receipts shall be considered as have been incurred and~~ have accrued prior to the time hereinafter fixed for making settlements shall be considered.

IV

COMPENSATION

Mr. Abrams shall receive as compensation in full for his services

three-quarters per cent. on all moneys taken in up to $300,000;

one and one-half per cent. on all moneys taken in in excess of $300,000 but not in excess of $500,000;

three and three-quarters per cent. on all moneys taken in in excess of $500,000 but not in excess of $600,000; and

one and one-half per cent. on all moneys taken in over $600,000,

on each photoplay leased or distributed in the United States, Alaska, Dominion of Canada and Newfoundland, provided that in the event the expense of marketing and distributing any such photoplay exceeds twelve (12) per cent. of the gross receipts in accordance with the manner in which it is herein provided said expense is to be computed, then the excess expense and cost of marketing and distributing each such photoplay over and above said twelve (12) per cent. shall be deducted from the compensation of Mr. Abrams as hereinbefore fixed.

V

ADVANCE

The Corporation will pay Mr. Abrams Five hundred dolla rs ($500) a week as an advance from and after the date fixed for the commencement of his employment as is hereinbefore provided, which amount shall be deducted from the compensation hereinbefore fixed for his services.

VI

SETTLEMENTS

Tentative settlements between the Corporation and Mr. Abrams shall be made on July 1, 1920, and each six months thereafter, at which time the incurred and accrued expense in marketing and distributing each photoplay and the moneys taken in on each photoplay shall be computed. After deducting all moneys paid to Mr. Abrams as advances and all moneys expended in excess of twelve (12) per cent. of the gross receipts (for which it is hereinbefore provided Mr. Abrams is liable) from the total amounts due Mr. Abrams under paragaaph "IV" of this agreement, the balance, if any, shall be paid him. It is understood that this settkement is merely tentative and that final settlement at the termination of the employment of Mr. Abrams shall be made and that if at such time the Corporation shall have advanced or paid Mr. Abrams a greater amount than he is entitled to under paragraph "IV" of this agreement, then Mr. Abrams shall refund to the Corporation such amount.

VII

CONSTRUCTION

In the event there is any question as to the construction of any of the provisions of this agreement, the construction placed thereon by the President of the Corporation shall be binding on the parties hereto. Mr. Abrams shall act for the Corporation under the direction of its President.

Upon the termination of the employment of Mr. Abrams by notice, as hereinbefore provided, or at the expiration of this contract, the basis of settlement shall be, on all moneys which have actually been received on each photoplay distributed in the United States, Alaska, Dominion of Canada and Newfoundland prior to said date and on all expenses accrued and incurred in marketing and distributing ~~such~~ each photoplay~~s~~ less any and all amounts that have been previously paid Mr. Abrams by advance, on account or otherwise. The term "all moneys received on each photoplay" shall include both the moneys belonging to the Corporation and the moneys belonging to the artists as provided in the agreements between the Corporation and artists.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

(1)
dup

Baby

Revise of April 15, 1919

MEMORANDUM OF AGREEMENT made and entered into in duplicate on this day of 1919, by and between HIRAM ABRAMS (hereinafter designated as "Mr. Abrams"), party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized under and pursuant to the laws of the State of Delaware (hereinafter designated as "the Corporation"),

W I T N E S S E T H

WHEREAS the Corporation has entered into certain contracts each dated February 5, 1919, with certain artists respectively, engaged in the production of photoplays, to wit: Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (known as Mary Pickford), whereby each of the said artists has agreed (1) to produce not less than three photoplays yearly during periods of three (3) years (each of such three year periods to commence from certain dates as respectively provided in such contracts) and (2) to grant to the Corporation the sole and exclusive license to market, exploit, distribute and turn to account such photoplays, in the United States, Alaska, Dominion of Canada and Newfoundland, as provided in such contracts respectively, for the respective periods of

five years from the respective dates fixed for the release of such photoplays by the Corporation as provided in such contracts, and

WHEREAS the Corporation may from time to time enter into other contracts with other artists for the marketing and distribution of other photoplays, and

WHEREAS the Corporation desires to employ a General Manager in connection with the marketing, exploitation, distribution and turning to account of such photoplays, and

WHEREAS Mr. Abrams desires to act as such General Manager for the Corporation:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth, and the further consideration of the sum of One Dollar each to the other in hand paid, the receipt of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties hereto as follows:

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TERM OF EMPLOYMENT

Mr. Abrams shall devote exclusively his entire time to the service of the Corporation in the capacity of General Manager for a period of three (3) years from such date as the President of the Corporation

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

may hereafter designate in writing, (such date not, however, to be later than 1919) and the Corporation shall employ Mr. Abrams as such General Manager and pay Mr. Abrams the compensation hereinafter provided for, during such three year period, provided such employment shall not be sooner terminated by the Corporation, as hereinafter provided.

II

TERMINATION OF EMPLOYMENT

The Corporation, by resolution of its Board of Directors, shall have the right, in the sole discretion of such directors, to terminate such employment of Mr. Abrams at any time, such termination to take effect thirty (30) days after written notice of such termination shall be mailed or delivered to Mr. Abrams at the office of the Corporation in the City of New York.

III

DISTRIBUTION

Mr. Abrams, as General Manager, shall devote his entire time, efforts and services to the marketing and distribution of the photoplays to be marketed and distributed by the Corporation in the United States, Alaska, Dominion of Canada and Newfoundland, as provided in the contracts between the Corporation and certain artists described in the recitals of this contract, and

as may be provided in such other contracts, as may hereafter from time to time be entered into by the Corporation in regard to the marketing and distribution of photoplays, to the end that each and every provision of such contracts, now or hereafter entered into by the Corporation, shall be carried out, in accordance with such plan or plans for the marketing and distribution of such photoplays, as may, from time to time, be adopted and approved by the Board of Directors of the Corporation.

IV

EXPENSES

Mr. Abrams guarantees that the entire expenses of the Corporation, after deducting from such expenses only (1) the salary of the President of the Corporation and (2) the retainers and fees of the General Counsel of the Corporation, shall not exceed twelve (12) per cent. of the gross receipts received by the Corporation from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, (whether or not, under the terms of any contracts between the Corporation and the artists, such gross receipts belong to the Corporation or to the artists). Such expenses shall include all sums paid to Mr. Abrams on account of his compensation, as hereinafter provided. In case such expenses shall exceed twelve (12) per cent. of such gross receipts, then such

ex-cess shall be deducted from the compensation of Mr. Abrams as herein fixed.

V

COMPENSATION

Mr. Abrams shall receive as compensation for his services as General Manager, the following percentages of the gross receipts of the Corporation derived from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material (whether or not such gross receipts belong to the Corporation or to the artists):

three-quarters of one per cent. on amounts up to $300,000;

one and one-half per cent. on amounts over $300,000 but not over $500,000;

three and three-quarters per cent. on a-mounts over $500,000 but not over $800,000; and

one and one-half per cent. on all amounts over $800,000.

The gross receipts from such photoplays shall be ascertained separately and such percentages shall be calculated upon such separate receipts from each photoplay and not upon the aggregate receipts of the Corporation for all photoplays. The Corporation shall pay Mr. Abrams Five Hundred Dollars ($500) a week, from and after the date fixed for the commencement of his employment as herein-

before provided, and such payments shall be charged against Mr. Abrams as advance payments on account of the compensation which Mr. Abrams is to receive as hereinbefore provided, based on percentages of the gross receipts.

VI

SETTLEMENTS

Tentative settlements between the Corporation and Mr. Abrams shall be made as of July 1, 1930, and shall be completed as soon as possible thereafter, and tentative settlements shall be similarly made as of each January 1 and July 1 thereafter during the continuance of Mr. Abrams' term of employment. Upon such tentative settlements all expenses as provided in Paragraph IV hereof, and the moneys actually received from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, (less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material) shall be ascertained and stated and the compensation to which Mr. Abrams is entitled, as herein provided, as of such January 1 or July 1, as the case may be, shall be ascertained and paid. Final settlement shall be made as of the date of the termination of the employment of Mr. Abrams, (whether by lapse of time or in accordance with the provisions of paragraph II hereof) and shall be completed as soon as possible thereafter,

and any amounts found due Mr. Abrams shall thereupon be paid to Mr. Abrams, provided that if upon such final settlement it shall appear that the Corporation shall have paid Mr. Abrams a greater amount than he is entitled to hereunder, then Mr. Abrams shall refund to the Corporation such amount. Such final settlement shall be made on the basis of moneys actually received on or before the date of such termination (less any portion of such receipts representing advance payments not yet earned) and on the basis of all expenses as provided in Paragraph IV hereof incurred and accrued on or before such date.

VII

ARBITRATION

In case any dispute shall arise between the parties hereto respecting either the construction of any of the provisions hereof or any accounting hereunder, the parties shall each respectively choose and appoint one disinterested person to act as referee. Such appointment shall be made as follows: Either party hereto desiring to submit any matter in dispute to the decision of referees, as herein provided, may give written notice of the appointment of a referee to the other party hereto and within ten days thereafter such other party shall appoint another referee and in case such other party shall fail to appoint such other referee within such period of ten days, then the matter

in dispute shall be determined by the referee first appointed. Should any two referees so appointed fail to agree, within a reasonable time, upon a decision in regard to the matter in dispute, such referees shall jointly choose a third referee and in case they shall not be able to agree upon such third referee, either of such referees, upon five days' notice to the other referee, may apply to the presiding Justice of the Appellate Division of the Supreme Court, State of New York, First Department, to designate such third referee, and such three referees shall thereafter, as promptly as possible, render a decision in regard to the matter in dispute. The parties hereto agree that any decision rendered by a referee (if only one referee be appointed) or by referees (or a majority thereof, if more than two be appointed) shall be binding upon the parties hereto, and agree to execute promptly the provisions of any such decision. Accountants may be appointed by any referee or referees hereunder to assist in the rendering of any decision in regard to any matter in dispute. The expenses connected with the reference of any matter in dispute to any referee or referees hereunder shall be borne by the parties hereto in such manner as such referee or referees shall determine in any decision rendered hereunder.

VIII

The parties to the contract agree that the services to be rendered by Mr. Abrams for the Corporation pursuant to this contract, are special, unique and extraordinary and cannot adequately be replaced, and for this reason and because of the consideration or compensation to be paid to Mr. Abrams pursuant to this agreement, Mr. Abrams agrees not to render services of any kind or character to any other person, persons or corporation for and during the period of this agreement, without the written consent of the Corporation first had and obtained, and that the Corporation shall be entitled to injunctive relief in the event of the breach or threatened breach of this contract by Mr. Abrams.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

TELEPHONE BRYANT 9520

HIRAM ABRAMS—B. P. SCHULBERG

415 LONGACRE BUILDING

NEW YORK

April 16, 1919

Mr. D. W. Griffith,
Hollywood, Cal.

Dear Mr. Griffith,

I wish to offer you this personal assurance, in the event that you have not seen the tradepapers recently in which I made that assurance public, that the only motive for resigning from the United Artists was in order to take advantage of a much bigger opportunity for personal service which has been provided me.

I also wish to take this means of thanking you for whatever efforts you contributed toward securing the Assistant General Managership of the United Artists for me. I have no doubt that this organization will very soon become one of the most important factors in the industry and that your own personal success in and through it will be greatly augmented.

Please believe that you have my best wishes toward this end.

Very truly yours,

B. P. Schulberg

142 EAST EIGHTEENTH STREET

April 14th 1919

My Dear Mr Graham -

I will sell the moving picture rights to the story of my husband's play Griffith Davenport - for $15.000 $2.000 of which is to be paid me in advance -

It would be a tremendous task to make a story of the play - that is in a manner that would give all the dramatic and pictorial values of it without the dialogue.

I found that the only way in which I could do this at all, would

be to present it in a series of graphic pictures. The dialogue I could not reproduce -

That I have the courage or rather - the temerity to attempt such a piece of work, lies in the fact that I have restored Margaret Fleming one play entirely from memory - and another play Drifting Apart which was also destroyed by fire I am reviving in the form of a scenario. using the above method.

The first act is finished and I have read it to Mr Selden who praised it highly -

Perhaps your client might like to wait until I have finished

Drifting Apart. Mr Selden could submit it to him and he would be able to judge from it what might be the quality of the work I would do with Griffith Davenport.

It will take a month to complete this scenario -

I could not engage to do Griffith Davenport without a guarantee that it would be accepted and produced -

It would take all my time and strength for at least three months -

Besides I would need such a stimulus to inspire me.

I have gone into these details - that you may the better understand the conditions, and my point of view -

Sincerely Yours
Katherine C. Leone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

April 17
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

San Francisco books show only gross figures. Mr. Davis has bills covering individual items, and if the information which we are giving you herewith is not sufficient for your needs, if you will wire me immediately, I will wire Mr. Davis for this detailed information.

Our San Francisco books only show the date of payment. I think however, that with the figures submitted herewith, and by comparison with your records - this will fill your needs.

Payment	- August 19th	- 4 prints	...$4278.73	48908
"	August 31	- 3 "	... 3151.83	36681
"	Sept. 7	- 1 "	... 1050.97	12227
"	Sept. 10	- 2 "	and express 2100.85	
"	Sept. 30	- 1 "	and express 1050.55	
"	Oct. 7	- 1 "	999.67	

The price of these prints should have been 8¢ - as per contract - whereas 146,710 feet were charged at 8½¢.

- - - - - - - - - - - -

Western Hearts of the World purchased twenty trailers, for which we paid $587.20. -- Eleven trailers were returned to you at the rate of $29.36 per trailer. The credit due the Western Hearts of the World is $322.96.

Yours truly,
ALL STAR FEATURE DIST. INC.

FR:HB

per J Rubenstein

Detail of overcharges on H of W prints
on account of charging extra for war footage
Fox [redacted]

8¢

½ W 7 J.

8½

~~8¢~~

8½

8

7½

½

8

8

11½

8½

Overpay on H of W prints
on acct of charging extra war footage

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 17, 1919.

Dear Sir:

The enclosed was omitted from Mr. Franklin's letter of yesterday. Please pardon.

Yours truly,

Secretary

Albert H. T. Banzhaf, Esq.,
Hotel Alexandria,
Los Angeles, Calif.

Form 1228

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 19th, 1919.

Albert H. T. Banzhaf,
Hotel Alexandria,
Los Angeles, Cal.

Mrs. Herne will take Fifteen Thousand for picture rights to Davenport story payable Two thousand now and the balance in about four months when Mrs. Herne has rewritten the play from memory Stop This and other plays were destroyed in a fire Stop Mrs. Herne re-wrote Margaret Fleming from memory successfully Stop It will take her several months to do so Stop Mrs. Herne's letter mailed to you

Arthur Butler Graham

Collect.

April 19th 1919.

The Travelers Insurance Co.,
Life Department,
Hartford, Connecticut.

Re: Policy #361365 -David W.Griffith.

Gentlemen:

I enclose herewith duplicate assignment of the above policy from the F-4 Corporation to the First National Exhibitors Circuit, Inc. according to your letter of March 28th.

Very truly yours,

Per

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MARY PICKFORD

Hollywood, California
April 19, 1919

Dear Mr. Griffith:-

Much as I should like to do so, I find my health is such that it will not be possible for me to take an active part in the Victory Liberty Loan Drive. I have not been at all strong since my recovery from the influenza, and for that reason my doctor advises against entering the coming campaign. If you will see that no arrangements are made for my appearance during the drive, I will indeed esteem it a favor.

I know you will understand my attitude in this matter and will explain my position to the satisfaction of those in charge of the various divisions.

Wishing you every success, Mr. Griffith, and hoping also that your efforts will exceed your greatest anticipations for the coming Victory Campaign, I beg to remain,

Most sincerely,

Mary Pickford -

Wil 727
567268

Stories

ARTHUR BUTLER GRAHAM
COUNSELOR AT LAW

JOHN PRESTON PHILLIPS
EDWARD EVERETT GARDNER
HOWARD J. MAC LACHLAN

CABLE ADDRESS ARTHAM

CITY INVESTING BUILDING
ONE SIXTY-FIVE BROADWAY
NEW YORK CITY

April 19th, 1919.

Albert H. T. Banzhaf, Esq.,
Hotel Alexandria,
Los Angeles, Cal.

Dear Bert:

Enclosed please find letter from Mrs. Katherine C. Herne that explains itself. Will you please return the letter to me.

Sincerely yours,

Arthur Butler Graham

ABG:C
encl.

Mr. GRAHAM was obliged to leave before the above letter which he dictated, was prepared for his signature.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 19, 1919.

My dear Mr. Banzhaf:

I enclose a revised draft of the proposed contract with Mr. Abrams and also copy of my letter to Mr. O'Brien of this date, which will explain the changes which have been made in the contract.

Sincerely yours,

George S. Franklin

Albert H. T. Banzhaf, Esq.,
Hotel Alexandria,
Los Angeles, Calif.

GSF:AME

April 19, 1919.

Dear Mr. O'Brien:

I have your letter of April 18 and its enclosure. I am much obliged to you for your suggestions, which I have gladly adopted.

Mr. Abrams and Mr. Price came in yesterday for a conference on the proposed contract and Mr. Abrams asked that his guarantee as to expenses should be that they should not exceed twelve (12) per cent of the "gross receipts received by the Corporation from the marketing and distribution of such photoplays <u>and accessories</u>" - the underscored portion is new - and it seems to me right, insofar as the Corporation has any expenses in connection with the distribution of "accessories" - and I take it that term includes pretty much everything - that Mr. Abrams' guarantee should have the benefit of taking these proceeds into account. You notice that he does not ask that he be allowed to figure his compensation upon proceeds of such accessories.

Mr. Abrams asked that in case the expenses exceeded twelve (12) per cent of gross receipts that he should not be required to pay back to the Corporation any amount in excess of what he had received from the Corporation. It seems to me that this is a very proper limitation upon Mr. Abrams' liability, for we must appreciate that under the contract, as now drawn, Mr. Abrams has no control over

expenses. To meet this latter suggestion, you will find a new concluding clause to paragraph IV.

Mr. Abrams requested that the restrictions of paragraph VIII relating to the remedy of the Corporation in case of breach of the contract by Mr. Abrams should only be applicable during "the period of his employment under this agreement" - the underscored portion is new - and it seems to me that it is a proper modification of the word "period", which might otherwise be construed to be the period of the contract, namely three years, whether or not the contract may be terminated prior to the expiration of that period.

Yours very sincerely,

(Signed) George S. Franklin

Dennis F. O'Brien, Esq.,
Fitzgerald Building,
Times Square,
New York City.

GSF:AME

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION NIGHT LETTER TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1919 APR 23 PM 9 10

First National Court,

A709D 65 NL

SI NEWYORK NY 23

ALBERT H T BANZHAL 1835

HOTEL ALEXANDRIA LOSANGELES CALIF

FIRST NATIONAL WANT PERMISSION TO EXPLOIT GRIFFITHS NAME SAME AS THEIR OTHER ANNOUNCEMENTS OF FUTURE CONTRACTS THEY WILL NOT MENTION ANY RELEASE DATES THEY CLAIM AND I BELIEVE THEY ARE WITHIN THEIR RIGHTS IN AS MUCH AS HIS NAME IS BEING USED IN CONNECTION WITH THE FOUR ARTIST COMBINATION FEEL SHOULD HAVE SAME PRIVILEDGE ADVISE IMMEDIATELY STOP WILL SEE ABOUT EXTENSION OF TIME TODAY REGARDS

GREY.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION NIGHT LETTER TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1919 APR 23 PM 7 55

Property Matters,

B662SF 45 NL

NEWYORK NY 23

HON ALBERT H T BANZHAF 1712

HOTEL ALEXANDRIA LOSANGELES CALIF

NO STUDIOS ON THE ISLAND READY BUT FAMOUS PLAYERS NORMA TALMADGE AND ONE OR TWO OTHERS ACCORDING TO PRESS REPORT ARE ACQUIRING SITES OR ERECTING ISLAND PROPERTY SELLING RAPIDLY AND PRICES GETTING STRONGER IF SITE DESIRED STRONGLY ADVISE PROMPT ACTION WIRE WHEN YOU START EAST

JOHN G PEMBLETON.

MINUTES OF ADJOURNED MEETING OF THE MOTION PICTURE PRODUCERS' ASSOCIATION HELD AT THE L. A. ATHLETIC CLUB, WEDNESDAY, APRIL 23RD, 1919, AT 12:30 O'CLOCK.

Mr. W. S. Smith presided and the following members answered the roll call:

F. A. Garbutt	Hal Roach
Jos. Engle	John Waldron
Sol M. Wurtzel	Louis Jacobs
C. W. Thomas	M. E. Hoffman
C. E. Bidwell	Chas. Eyton

M. C. Levee

There were also present: Mr. E. H. Allen, representing the Wm. S. Hart Studio, Mr. Harry M. Ruby and Mr. Wm. La Plante, representing the National Studio, and Mr. H. H. Banzhof, representing Mr. D. W. Griffith.

On motion duly seconded, the reading of the minutes of the previous meeting was dispensed with.

The Chairman called for report of the Secretary on Legislation matters and the Secretary stated that our Association had been successful in securing the Legislation that we desired, namely:

1. An amendment to our Civil Code to permit the courts to grant an injunction to prevent the breach of a written contract for personal service, where the compensation is at the rate of six thousand dollars per year or more.

2. An amendment to our Civil Code of Procedure to allow an injunction to prevent the breach of a written contract for personal service, where the compensation is at the rate of six thousand dollars per year or more.

NOTE: #1 and #2 to the lay-reader means the same thing but it was necessary to introduce two bills so as to amend both the Civil Code and the Civil Code of Procedure.

3. An amendment to Section 1980 to our Civil Code to make a written contract for personal service enforcable for a term of five years, in place of two years, as heretofore.

These three bills have passed the House and the Senate and will become a law as soon as signed by the Governor. Our Association was given the task of defeating the Anderson Censorship Bill known as Bill #179. This bill had to deal with race prejudice and race hatred, and was a tough proposition, as it drew into the fight the colored voting power. This bill went back to Committee three times and each time was recommended to pass by the Judiciary Committee, and the bill was finally killed by amending it to death. Even at that, it took up the entire Senate's time from three o'clock in the afternoon until six o'clock at night, at one sitting.

Our industry also put its shoulder to the wheel in defeating adverse Legislation in the shape of a proposed Sunday closing law, a proposed anti-injunction law and a proposed drastic workmans compensation law.

When we started in to work with our Legislators, we were accused of having no strength in the political world. Notwithstanding this accusation, we have left a good impression at Sacramento and the Legislators know more about the inside working of the picture industry than they ever knew before, and should we desire any additional Legislation, we will not have to do as much pioneering as we did in our first attempt.

The Secretary reported on the Randall Federal Regulation Bill and asked for instructions as to whether the industry, as a whole, was opposed to this bill, as Congressman Randall had stated that many of the large producers favored Federal Regulation. The following resolution, made by Mr. Garbutt, supported by Mr. Hoffman, was unanimously adopted:

"RESOLVED that this Association go on record as being opposed to Congressman Randall's bill known as H. R. 14077, which seeks to create a commission to be known as the Federal Motion Picture Commission."

The Chairman then called for the report of the Political Committee of which Mr. Garbutt was Chairman. Mr. Garbutt covered the situation from the time the Committee was appointed, March 10th, down to date, stating in a general way that many meetings had been held with different business and political organizations and that these were more or less of a programming proposition; that in order to get at the true state of affairs in the local situation, it was necessary to delve into them from an outsider standpoint and ascertain what the "people" wanted. To accomplish this, a straw vote was taken at several of the studios, and to verify the outcome of this vote, a straw vote was taken from various precincts throughout the city. The results of these straw votes, together with additional inside information which he was able to obtain, seemed to point to a preponderance of votes for M. P. Snyder for Mayor.

Mr. Garbutt also touched on the Council situation, as to the men who could be depended upon to give the Motion Picture Industry a square deal.

Mr. Engle stated that Mr. Snyder had called upon him and that he was very favorably impressed with Mr. Snyder's ability to handle our city corporation.

Mr. Wurtzel stated that Mr. Snyder had also called upon him and it was his opinion that Mr. Snyder would make the city of Los Angeles an excellent man.

The matter was discussed at some length and resulted in Mr. Thomas introducing the following resolution:

> "RESOLVED that the report of the Political Committee be accepted and that each member of this Association support the candidacy of M. P. Snyder for Mayor of Los Angeles, at the coming primaries."

This motion was seconded by Mr. Engle and when put by the Chairman, was unanimously carried.

The question of how to assist the different candidates for office in a substantial and effective way was discussed at some length. Mr. Garbutt brought out the point that a sum of money would have to be spent to make a showing for our industry. Finally Mr. Hoffman moved, supported by Mr. Engle, that the Political Committee be authorized and empowered to devise ways and means of expressing to the public our endorsement of M. P. Snyder for Mayor; and that this Committee be authorized and empowered to fix and apportion the amount that each studio should contribute.

The question of a business-like Council to support the Mayor was touched upon. It was suggested that the Political Committee submit to the different studios a selected list containing the names of the most desirable candidates to be supported at the primaries. Mr. Engle suggested that it would help if the managers of each studio would be responsible for the organization of the employees of his particular studio, and also that the merchants, with whom each studio deals, should be informed as to the candidates that the industry has decided to support.

The Chairman then suggested that there were a number of other matters of importance to be taken up but that as the hour was getting late, he desired an expression as to whether these matters should be taken up at this meeting or laid over for a subsequent meeting. It was the general opinion of those present that these matters go over to a subsequent meeting which might be called within a week.

A motion to adjourn was duly made and carried.

Secretary.

THEATRES

NEW MISSION	SAN FRANCISCO
NEW FILLMORE	"
PROGRESS	"
HAIGHT STREET	"
SUPERBA	"
ROYAL	"
POLK	"
VERDI	"
LINCOLN	"
PALACE	"
CASTRO	"
VICTORIA	"
PANAMA	"
LYRIC	"
AMERICAN	OAKLAND
CHIMES	"
BROADWAY	"
STRAND	"
CLAREMONT	"
GODARD'S J STREET	SACRAMENTO
LIBERTY	FRESNO
U. C.	BERKELEY
STRAND	"
LORIN	"
STRAND	VALLEJO
LIBERTY	SAN JOSE
COLONIAL	STOCKTON
MODESTO	MODESTO
VARSITY	PALO ALTO
GRAND	RENO, NEV.
RIALTO	"
TURLOCK	TURLOCK
THEATRE LODI	LODI
BROWN OPERA HOUSE	SALINAS
THEATRE VISALIA	VISALIA
STRAND	WOODLAND
STRAND	DUNSMUIR
ELMO	SAN LUIS OBISPO
KLINE	SANTA ROSA
LYRIC	TULARE
GARDELLA	OROVILLE
AUDITORIUM	GRASS VALLEY
LIBERTY	MARYSVILLE
ROSE	ROSEVILLE
MONTEREY	MONTEREY
EMPIRE	RED BLUFF
PASTIME	EUREKA
BRADLEY OPERA HOUSE	ELKO, NEV.
GRAND	CARSON CITY, NEV.
VICTORY	UKIAH
MONACHE	PORTERVILLE
EMPIRE	NAPA
STRAND	ALAMEDA
ALAMEDA	"
EMPRESS	LINDSAY
LIBERTY	HEALDSBURG
CONSOL. AMUSE. CO.	HONOLULU, H. T.
AUBURN	AUBURN
SEQUOIA	REDWOOD CITY
REDDING	REDDING
UNIQUE	SANTA CRUZ
OPERA HOUSE	MADERA
LYRIC	SAN RAFAEL
BROADWAY	CHICO
ELITE	MERCED
GARDEN	BURLINGAME

UNITED THEATRES ASSOCIATION

(INCORPORATED)

REPRESENTING MORE THAN SEVENTY-FIVE LEADING THEATRES IN NORTHERN CALIFORNIA

109 GOLDEN GATE AVENUE
FOTOPLAYER HALL

TELEPHONE MARKET 523

CHARLES GODARD . . PRESIDENT
LOUIS R. GREENFIELD, VICE PRESIDENT
JAMES BEATTY . . . TREASURER
C. W. MIDGELEY . . . SECRETARY
P. J. HANLON . . . DIRECTOR
A. H. MOORE . . . DIRECTOR
L. E. LUND . . . DIRECTOR

G. C. RINGOLE
ATTORNEY FOR THE ASSOCIATION

W. DE LATIMER
IN CHARGE REVIEW DEPT.

SAN FRANCISCO, CALIFORNIA. April 23, 1919.

Mr. D. W. Griffith,
Los Angeles, California.

Dear Sir:-

THE UNITED THEATRES ASSOCIATION, INC., comprising the best theatres in Northern California, has just been organized for the purpose of bettering the Moving Picture industry, viz: to encourage better productions, longer runs and higher admissions.

The conclusion was reached that after all, we are ONE in this industry, and it is for this reason that we are writing you, apprising you of the formation and incorporation of the above Association, with a brief outline of its contemplated plans and activities.

The aim of this Association is to enlighten each and everyone of its members, regardless of the size of their town, of exactly what is being done and what is going to be done in the industry, as we contend that the small exhibitor is entitled to this information and consideration as well as the large cities and theatres.

The members of this Association are banded together for the moral support and benefit of each, and as we are endeavoring to handle our business along legitimate lines only, we are using but one theatre in each district and one theatre in each small town.

As you are well aware, in the days past, we could make changes overnight, but that day has long since disappeared and theatres of the type we represent are gazing far into the future and wish to lay their foundations so that they will not take people by storm.

We have opened very beautiful offices in San Francisco, equipped with projecting rooms, and men representing large and important interests are at the head of this organization.

The stability of the organization is evidenced by the fact that the theatres so far signed up represent an investment exceeding two and one half million dollars.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

We are enclosing you herewith, pamphlet containing copy of our By Laws, which will fully explain the intent and aim of this Association.

At any time you or any your representatives visit San Francisco, we would be glad to have you make our headquarters, your headquarters.

May we count on your cooperation?

Cordially yours,

THE UNITED THEATRES ASSOCIATION, INC.,

By

Vice President.

LRG/FM

P.S. We desire to inform you that the policy of this Association is in no way like that of a certain concern in the East. Each exhibitor is to run his own business and do his own buying as he sees fit. The principal thing we are interested in is getting better theatres and more people out to see the pictures.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 24-19

MEMO from Mr. M. E. Hoffman - Lasky studio.

Copy of letter from P. H. Stilson, N. Y.

"Effective immediately upon receipt, instruct any and all laboratories and shippers that foreign films, negatives and positives for any foreign destination which are sent to New York MUST have the title of the film written or stamped on label appearing on top of length reel containers. Shippers MUST furnish me with standard measurement blank with record of measurements there on on all foreign films. Shippers MUST POSITIVELY N O T place any footages on the label which is affixed to length reel containers. In other words I want the footages but I do not want them to appear on the cans.

This is of the most vital importance to the Foreign Dept. and affects our future activities in handling export films.

The only exception to this rule is on Australian, New Zealand and Canadian business which you are authorized to forward direct under present existing instructions.

Very truly yours,

F P L Cor.

(Signed) P. H. Stilson

Traffic Mgr.

April 24, 1919.

J. W. Kays Company,
518 Metropolitan Bldg.,
Los Angeles, Calif.

Gentlemen:

In regard to the insurance which we carry in the name of the Wark Producing Corporation on the negative of "Intolerance" stored at this place, Mr. Griffith's attorney, Mr. A. H. T. Banzhaf, is in Los Angeles and tells me that he believes that $25,000 is sufficient insurance to carry on this negative.

Inasmuch as none of these bills have been paid, will you be so kind as to render me a statement - say, up to and including April 30th - for the total amount due cancelling all insurance on that date in excess of $25,000. I will give you a check to cover immediately.

Yours very truly,

D. W. GRIFFITH STUDIO

Manager

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

All Star

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

April 24
1919

Mr. E.C.Bidwell
c/o D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

I have effected a settlement with the All Star on the basis of the checks which you drew, and have paid these checks over to the All Star, and this matter is now closed on the basis of your figures.

However, the All Star has written to Chicago, confirming the amount of footage tax which is figured short, and if there is any difference, they will send duplicate bills to you, and in that event you will have to pay them, but I am absolutely convinced that there is no possible chance of any more footage tax being charged, than your books show, or else the figures as I took them off, could not possibly balance.

I am returning herewith, the statement and papers which Mr. Beach gave me.

Sincerely yours,

E/hb
Encl.

The Travelers Insurance Company,

L. F. Butler, President.

Hartford, Conn.

LIFE DEPARTMENT
J. STANLEY SCOTT, SECRETARY
FRANK H. LANDON, JR., ASST. SECRETARY
L. M. ROBOTHAM, ASST. SECRETARY
PERCY V. BALDWIN, ASST. SECRETARY
EDWARD B. MORRIS, ACTUARY
EARL D. CHURCH, SUPERINTENDENT
POLICY LOAN DIVISION

April 24,1919.

Re- 361365- David Wark Griffith.

Mr.Albert H.T.Banzhaf,
2 Rector Street,
New York City, N.Y.

Dear Sir:-

Your letter of the 19th has been received enclosing collateral assingment setting over unto the First National Exhibitors Circuit Inc. a collateral interest given to this concern by the F-4 Corporation. As the date and place of execution has been omitted it is necessary to return the form that this information may be inserted, this correction to be initialed by an Officer of the F-4 Corporation after which the form should be returned to this Office to be filed with our records. The outstanding form should be corrected in a similar manner.

Very truly yours,

Earl D. Church

Superintendent.

EMC:JS

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 24, 1919.

D. W. Griffith, Esq.,
Hollywood, California.

Dear Mr. Griffith:

Enclosed is copy of a cable from a friend of mine, Mr. Hale Pearson of Buenos Aires, Argentina, concerning your pictures.

Mr. Pearson is not only one of the wealthiest men in the Argentine, but one of the most influential. He is a Director in the Argentine National Bank and other large corporations, and was also a delegate from his Government to the First Pan-American Financial Conference at Washington in 1915. It is very encouraging to find that men of his character are interested in your productions. Mr. Price, through the United Artists Corporation, will investigate the situation as a part of the general foreign problem.

With kindest regards, I am

Cordially yours,

WGMcAdoo

Enclosure

copy

ALL AMERICA CABLES

Via Colon

Buenos Aires,

McAdoo, 120 Broadway, New York City.

KNOWING YOU PRESIDE IMPORTANT FILM COMPANY HAVE PLEASURE RECOMMENDING VARELA AND RODRIGUEZ HIGH STANDING FIRM TO REPRESNET YOU COMPANY HERE REFERENCES GUARANTY TRUST COMPANY OR NAON KIND REGARDS

HALE PEARSON

Mr Banzhaf

Minutes of the First Meeting of the Board of Directors of UNITED ARTISTS CORPORATION held April 24, 1919

UNITED ARTISTS CORPORATION

First Meeting of Directors

-

The First Meeting of the Board of Directors of UNITED ARTISTS CORPORATION was held at Room 1455, 120 Broadway, in the City of New York, New York, on the 24th day of April, 1919, at 3:45 o'clock P. M.

Present: Messrs. Price, O'Brien and Moore, constituting a majority of the Board.

Mr. Price was chosen temporary chairman and Mr. O'Brien was appointed temporary secretary of the meeting.

The Secretary stated that the meeting was called and held pursuant to a waiver of notice of meeting signed by all the directors. Such waiver is as follows:

UNITED ARTISTS CORPORATION

Waiver of Notice of First Meeting of the Board of Directors

-

We, the undersigned, being all the directors elected by the stockholders of UNITED ARTISTS CORPORATION, do hereby waive notice of the time, place and purpose of the First Meeting of the Board of Directors of United Artists Corporation.

We designate the 24th day of April, 1919, at 2:30 o'clock P. M. as the time, and Room 1455, 120 Broadway, in the City of New York, New York, as the place of said meeting; the purpose of said meeting being to authorize the issue of stock, authorize the purchase of property necessary for the business of the corporation and the transaction of such other business as may be necessary or advisable to facilitate and complete the organization of the Company and to enable it to carry on its contemplated business.

DATED, April 24, 1919, 2 P. M.

(signed) Allen E. Moore

(signed) F H Butehorn

(signed) Dennie F O'Brien

(signed) Oscar A Price

(signed) Sid. Chaplin

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The Secretary reported that the first meeting of the incorporators was held at No. 7 West Tenth Street, in the City of Wilmington, State of Delaware, at 10:30 A.M. on April 24th, 1919, and that at said meeting the by-laws of the corporation were adopted and the following were elected directors: Messrs. Oscar A. Price, Dennis F. O'Brien, Sidney Chaplin, F.H. Butehorn and Allen E. Moore.

The Secretary having reported that officers of the Company were not elected by the shareholders, the following gentlemen were nominated for officers of the corporation to serve for a period of one year or until their successors are respectively chosen and qualify:

President	Oscar A. Price
Secretary and Treasurer	G. B. Clifton

A vote having been duly had and all the directors present having voted, it was announced that the aforesaid gentlemen had been unanimously chosen officers of the corporation.

The President thereupon took the chair.

Upon motion duly made, seconded and unanimously carried (Mr. Price not voting), it was

RESOLVED that the salary of the President of this corporation shall be Eighteen thousand dollars ($18,000) per year plus one (1) per cent. of twenty (20) per cent. of the gross receipts of the corporation derived from the marketing and distribution of photoplays in the United States, Alaska, Dominion of Canada and Newfoundland less any

adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material whether or not such gross receipts belong to the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED that the salary of the Secretary and Treasurer of this corporation shall be at the rate of Fifty-two hundred dollars ($5200) per year.

Upon motion duly made, seconded and carried, it was

RESOLVED that McADOO, COTTON & FRANKLIN, ESQRS., be retained as General Counsel for the corporation and that they be paid a retaining fee for their services as General Counsel for the calendar year of 1919 of Fifty thousand dollars ($50,000), such compensation to cover services rendered by them in connection with the preparation of contracts and preliminary organization of the corporation and shall include the giving of personal attention to the matters of the corporation and the handling of the usual office work and the attendance at conferences at their office in New York City, but not services in special matters or in litigation, compensation for which services if rendered to be additional and specially provided for.

It was ordered that the Treasurer give a bond in the sum of Fifty thousand dollars ($50,000) in the form presented at this meeting, which was approved by the Board, or in such other form as may be approved by General Counsel, and that the Secretary be sworn to the faithful performance of his duties before entering upon the same. Said Secretary's oath and Treasurer's bond are as follows:

UNITED ARTISTS CORPORATION

Secretary's Oath

STATE OF NEW YORK, :
: ss:
CITY OF NEW YORK. :

I, G. B. CLIFTON, do solemnly promise and swear that I will faithfully, impartially and justly perform the duties of Secretary of UNITED ARTISTS CORPORATION according to the best of my ability and understanding.

So help me God.

(sgd.) G. B. Clifton

Subscribed and sworn to :
before me this 26th :
day of April, 1919. :

F. C. Lee,
Notary Public D C

Notarial Seal

"TRADING WITH THE ENEMY" CLAUSE.

RIDER attached to and forming part of Policy or Agreement of Indemnity No. R-621780 to United Artists Corporation, New York City.

The annexed instrument shall be void if the insurance or indemnity hereunder, directly or indirectly, is for, or on account of, or on behalf of, or for the benefit of, an "enemy" or "ally of enemy" (as defined in the Act of Congress, approved October 6th, 1917, known as the "Trading with the Enemy Act", or amendments thereto, or in any proclamation of the President pursuant thereto) or is for any person who is acting for, or on account of, or on behalf of, or for the benefit of, an "enemy" or "ally of enemy" unless the interest of the "enemy" or "ally of enemy" has been conveyed, transferred, assigned and delivered to the Alien Property Custodian, or unless with a license from the President of the United States permission is granted to insure or indemnify the "enemy" or "ally of enemy".

NATIONAL SURETY COMPANY

Impression of Corporate Seal on all BONDS

By,

Wm. B. Joyce,

President,

Attest:

Herbert J. Hewitt,

Secretary

Rider executed at New York, N. Y.

NATIONAL SURETY COMPANY

By C. A. Bachman

Authorized Representative

KNOW ALL MEN BY THESE PRESENTS, That we, George B. Clifton, of New York, New York, as Principal, and the NATIONAL SURETY COMPANY of New York, as surety, are held and firmly bound unto UNITED ARTISTS CORPORATION, its successors and assigns, in the sum of Fifty Thousand ($50,000.00) Dollars, lawful money of the United States, to be paid to such corporation, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our executors, administrators and successors, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of May, 1919.

The condition of the above obligation is such, that,

WHEREAS, the said George B. Clifton has been duly elected and is about to enter upon the duties of his office as Treasurer of UNITED ARTISTS CORPORATION:

NOW, THEREFORE, if he shall in all respects fully, honestly and faithfully discharge his duties as such Treasurer, so long as he shall hold the said office or continue therein during the term for which he is now or may hereafter be elected, appointed, or hold over, and also, if in case of his death, resignation or removal from office from any cause, all the books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation shall be forthwith restored to the corporation, this obligation is to be void, otherwise it is to be in full force and virtue.

THIS BOND is executed and delivered upon the following express condition which shall be a condition precedent to the right of recovery hereunder:

If the Surety shall so elect this bond may be cancelled by giving thirty (30) days notice in writing to the UNITED ARTISTS CORPORATION, and this bond shall be deemed cancelled at the expiration of said thirty (30) days, the Surety remaining liable for all or any act or acts covered by this bond, which may have been committed by the Principal up to the date of such cancellation, under the terms, conditions and provisions of this bond, and the Surety shall upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro-rata part thereof, for the time this bond shall have been in force.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his hand and seal and the said Surety has caused this instrument of writing to be signed by its Resident Vice-President, attested by its Resident Assistant Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

Signed and sealed and delivered in the presence of:

_____
Attest:
C. Wells,
Resident Asst Secy

_____
Principal
NATIONAL SURETY COMPANY
By C.A. Bachman,
Rate 35% - premium $175.00
R-621780

Upon motion duly made, seconded and carried, it was

RESOLVED That in accordance with the provisions of the Certificate of Incorporation of the Corporation and particularly the Fourth Article thereof and the portion of such Article dealing with transferability of common shares, and in conformity with the By-Laws of the Corporation and particularly the Seventh Article of such By-Laws this Board prescribes the following limitation of transferability as to all common shares of the Corporation authorized, to wit, 9,000 shares; the right of holders of certificates representing such shares or any of them shall be limited in the manner provided in Article Seventh of the By-Laws in case any holder of any such certificate representing any of such shares shall at any time desire to sell or give away any share or shares represented by such certificate to any person other than a person at the time actively associated with such shareholder in the business of producing photoplays. This limitation of transferability shall apply not only to each certificate for any of such 9000 shares originally authorized when issued but to all other certificates for shares thereafter at any time issued against the transfer of such shares.

Upon motion duly made, seconded and carried, the forms of stock certificate for shares of preferred stock and for shares of common stock without par value were presented and adopted and copies thereof directed to be inserted in the minutes of this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED that the seal an impression of which is hereto annexed be adopted as the corporate seal of this Company.

(S e a l)

The Secretary was authorized and directed to procure the proper corporate books.

Upon motion duly made, seconded and carried, it was

RESOLVED that the Treasurer be and he hereby is authorized to open a bank account in behalf of the corporation with the Central Union Trust Company of New York, which account shall be subject to check drawn in the corporate name signed by the President and by the Treasurer.

Upon motion duly made, seconded and carried, it was

RESOLVED that the Corporation Trust Company of America be and hereby is appointed the Agent of this corporation in charge of the principal office in Delaware and of the books required by law to be kept in that office and the Agent upon whom process against this corporation may be served in accordance with the laws of Delaware;

FURTHER RESOLVED that said Trust Company may apply to and act upon the instructions of McADOO, COTTON & FRANKLIN, ESQRS., Counsel of this corporation, in respect to any questions arising in connection with said agency;

FURTHER RESOLVED that the Secretary be and he hereby is authorized to sign, and seal with the corporation seal, the certificate of authorization to said Trust Company in the form submitted at this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED that an office of the corporation be established and maintained at No. 7 West Tenth Street, in the City of Wilmington, State of Delaware, and that meetings of the Board of Directors from

time to time be held at such place as the Board of Directors from time to time may order;

FURTHER RESOLVED that until otherwise ordered, regular meetings of the Board of Directors be held at Room 1455, 120 Broadway, New York, New York, on the first Tuesday in each month at 4 o'clock P. M.

Upon motion duly made, seconded and carried, it was

RESOLVED that the Treasurer be and he hereby is authorized to pay all fees and expenses incurred incident to and necessary for the organization of the Company.

Upon motion duly made, seconded and carried, it was

RESOLVED that the proper officers of the corporation be and they hereby are authorized to execute a contract of employment with Mr. Hiram Abrams as General Manager in accordance with the terms and provisions of a memorandum regarding such employment between Mr. Abrams and Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford), dated March 3, 1919, and subject to the approval of said contract before execution by the General Counsel.

The president reported that subscriptions had been received from Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) for one thousand (1,000) shares each of preferred stock of this corporation, and further reported that Charles Chaplin, Douglas Fairbanks and Gladys Mary Moore (professionally known as Mary Pickford) had tendered payment in cash for one hundred and fifty

GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

(150) shares each of said preferred stock at par and that Douglas Fairbanks is the assignee of the ten (10) shares of preferred stock originally subscribed for by the incorporators of this corporation and that said ten (10) shares are included in the one hundred and fifty (150) shares payment for which said Fairbanks has paid in cash.

Upon motion duly made, seconded and carried, it was

RESOLVED that the subscription of said Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) for one thousand (1,000) shares each of the preferred stock of this corporation be and the same hereby is accepted; and

RESOLVED that the officers of the corporation be and they hereby are authorized and directed to execute and deliver under the seal of the corporation certificates for one hundred and fifty (150) preferred shares each to Charles Chaplin, Douglas Fairbanks and Gladys Mary Moore (professionally known as Mary Pickford) and to receive the cash payment tendered by them of Fifteen thousand dollars ($15,000) each, in all Forty-five thousand dollars ($45,000), in full payment for said shares, and to execute and deliver additional stock certificates to said Charles Chaplin, Douglas Fairbanks and Gladys Mary Moore (professionally known as Mary Pickford) for eight hundred and fifty (850) shares each, or any part thereof, when and as payment in cash at par is received therefor, and to issue stock certificate to David W. Griffith for one thousand (1,000) shares of preferred stock, or any part thereof, when and as payment in cash at par is received therefor.

Upon motion duly made, seconded and carried, it was

RESOLVED that the President of the corporation secure temporary offices for the corporation in the City of New York, New York, for such rental as he shall deem reasonable.

Upon motion duly made, seconded and carried, the meeting thereupon adjourned.

(signed) Dennis F. O'Brien

Temporary Secretary

April 25, 1919.

McAdoo, Cotton and Franklin,
120 Broadway,
New York, N. Y.

Dear Sirs:

Enclosed please find Mr. Griffith's check for Fifteen Thousand Dollars, to the order of Mr. McAdoo on account of stock in the United Artists Corporation as per subscription agreement and in reply to your favor of the 9th inst.

Please acknowledge receipt of same, and oblige

Very truly yours,

AHTB-W

STANDARD FORMS BUREAU FORM 199.

Original

ENDORSEMENT BLANK.

Endorsement dated April 25th. 1919 Agency at Los Angeles, California

Attached to Policy No. 1607610 of the Commercial Union Assurance Company Ins. Co.

Issued to Wark Producing Company

Map Sheet ..... Block ..... No. ..... Special Rate Page ..... Line ..... O. P. .....

COMMENCEMENT OF POLICY	EXPIRATION OF POLICY	AMOUNT INSURED	OLD RATE	NEW RATE	EXTRA PREMIUM	RETURN PREMIUM
June 14th'18	June 14th'19	$20,000.00	.99	.99	Nil	$6.58

In consideration of a Return Premium of Six and 58/100 ($6.58) Ninety Five Hundred and No/100 ($9500.00) Dollars of this Policy is hereby cancelled, leaving in full force and effect Ten Thousand Five Hundred and No/100 ($10,500.00) Dollars as originally written.

DISTRICT C
MAY 2 1919
H.N.
CORRECT

W. M. Fisher Jr. Agent.

TRADE MARK
STANDARD

199
JULY 1917

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 25, 1919.

My dear Mr. Griffith:

I want to let you know that the organization of the United Artists Corporation, under the laws of Delaware, has now been completed. We have held the organization meetings of the stockholders and directors and have received from each of the artists, except yourself, $15,000 in payment for one hundred and fifty shares of Preferred stock. I am hoping shortly to receive your check for $15,000, as I have just received a telegram from Mr. Banzhaf saying that this check is on its way. Upon receipt of this check all the artists will stand on the same basis so far as payments on account of the Preferred stock are concerned.

The organization of the Corporation has been perfected with certain temporary directors, as not all of the artists have as yet designated their permanent representatives upon the Board. Mr. O'Brien has, however, taken his seat as a permanent director and Mr. Price has been elected a director as well as President. I understand that Mr. Banzhaf will return here about May 3 and will then take his place as your representative on the Board.

Mr. Price plans to pay McAdoo, Cotton and Franklin one half of their annual retainer at once, and upon receipt of your check he will have issued and sent to you the stock certificate representing one hundred and fifty shares of Preferred stock for which you have subscribed and will have paid.

With kindest regards, I am

Cordially yours,

W G McAdoo

David W. Griffith, Esq.,
Hollywood,
California.

WGMcA:AME

April 26, 1919.

Mr. H. Brouse,
Care- Imperial Theatre,
Ottowa, Canada.

Dear Sir:

We enclose herewith one copy each of shipper's export declaration and invoice for export into Canada of one copy of Mary Pickford picture "DADDY LONG LEGS", which we have shipped today for the account of the First National Exhibitors here in Los Angeles.

Yours very truly,

D. W.GRIFFITH STUDIO

ECB/NN

Manager.

April 26, 1919.

First National Exchange,
1318 Standard Bldg.,
Vancouver, B. C.

Gentlemen:

We enclose herewith one copy each of shipper's export declaration and invoice for export into Canada of one copy of the Mary Pickford picture "DADDY LONG LEGS", which we have shipped today for the account of the First National Exhibitors here in Los Angeles.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB/BB

Manager

U. S. TREASURY DEPARTMENT
Customs Cht. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd, Los Angeles, Calif (Number.) (Street.) (City.) (State.) From Los Angeles, Calif (Place of original shipment.)

Via American Railway Express (Carrier from interior point, if any.) For shipment on the X (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles (U. S. Customs port of exportation.) To ultimate foreign destination of goods _____ (City.) _____ (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. RAC63	_____, DATE OF EXPIRATION _____		1, 191		
1 Wooden Bx 1 Wooden Bx consigned to H. Brouse, Care- Imperial Theatre Ottowa, Canada.		Positive Motion Picture film "DADDY LONG LEGS" 7 reels	-	7510	$319.	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that H. Brouse, Imperial Theatre of Ottowa, Canada is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that H. Brouse, C% Imperial Theatre, Ottowa, Canada (Name.) (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) D. W. GIFFITH SUDIO

on _____, 191

(Capacity) _____
(Member of firm, secretary, agent, etc.)

_____
(Deputy Collector, notary public, etc. See par. 4 on back.)

(Address) 4500 Sunset Blvd, Los Angeles, Calif. Mgr

1—448

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 SUNSET BLVD, Los Angeles, Calif.
(Number.) (Street.) (City.) (State.)

From Los Angeles, Calif.
(Place of original shipment.)

Via American Ry Express
(Carrier from interior point, if any.)

For shipment on the X
(Name of carrier. If vessel, give name, motive power, and flag, if known.)

From _____ (U. S. Customs port of exportation.)

To ultimate foreign destination of goods _____ (City.) _____ (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. RAC63	_____, DATE OF EXPIRATION _____		_____1, 191		
1 Wooden Box Consigned to: First Nat'l Exchange, LTD, 1318 Standard Bldg., Vancouver, B.C.	1 Wooden Box	Positive Motion Picture Film: "DADDY LONG LEGS" 7 reels		7510	$319.	00

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that First Nat'l Exchg, Ltd., Vancouver, B.C. of 1318 Standard Bldg is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that First National Exchange, 1318 Standard Bldg., Vancouver, B.C. (Name.) (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) D. W. GRIFFITH STUDIO

on _____, 191

(Capacity) 4500 Sunset Blvd, Los Angeles, Cal.
(Member of firm, secretary, agent, etc.)

_____ (Deputy Collector, notary public, etc. See par. 4 on back.)

(Address) _____

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W. GRIFFITH COLLECTION OF MODERN ART FILM LIBRARY

INSTRUCTIONS.

Read carefully to avoid delay at shipping point.

(*a*) **This form must be prepared in quadruplicate for all** merchandise shipped to a foreign destination **except shipments in transit** through the United States from one foreign country to another and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form with the export license must be presented to the collector of customs at port of exit for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. If exported by rail or vehicle one copy of declaration will be returned to the carrier for delivery to consular offices most accessible to destination. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

(*b*) **Export license number and date of expiration must appear immediately above goods shipped thereunder.**

(*c*) The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

(*d*) If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. **Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver all copies to the carrier (in a sealed envelope if preferred) to accompany the goods or shipping papers to the port of exportation where they will be delivered to the collector of customs as prescribed above. If shipped on a local bill of lading, the declaration may be attached thereto or mailed separately to the consignee at the seaboard.

2. **Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by the required declarations, as clearance will not be granted until the export declarations have been filed with the collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. **Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifests (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. **The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary, or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the collector. The values and names of shippers may be omitted from the copy to be used on the dock, but must always appear on the original and the copies for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. **Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or in part in the United States must be stated in the column of "U. S. Products."

6. **Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. **The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. **Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. **The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. **The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. When no unit of quantity is required by export schedule B, see par. 13, as in case parts of machines, etc., the net weight must be stated. Domestic spirits exported must be stated in gallons of 50 per cent alcoholic strength.

11. **The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. **Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the collector for meat and meat-food products exported when required by the regulations of the Department of Agriculture.

13. **Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. **Sale and printing of blanks.**—Shippers' export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

To the Collector: I hereby authorize _____

address _____, to act as my agent for customs purposes in the exportation of the within-described goods. Please deliver the certified duplicate accordingly.

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_____
Shipper.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif., April 28 1919

Invoice of Motion Picture Film purchased

by D. W. Griffith Studio of Los Angeles, Calif.

from H. Brouse of Imperial Theatre, Ottowa, Canada.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	1 Positive copy of motion picture			
	film entitled: "DADDY LONG LEGS"			
	7510 ft.	4-1/4		$319.17
	War Tax 1/4¢ per ft.			18.75
				$337.92

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Agent for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Calif this 26th day of April 1919

(Signature) D W Griffith Studio By E C Bedwell Manager

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and sworn to before me this 26th day of April 1919

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 31, 1921

478 9-16

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(Place and date) Los Angeles, Calif., April 28 1919

Invoice of Motion Picture Film purchased

by D. W. Griffith Studio of Los Angeles, Calif.

from H. Brouse of Imperial Theatre, Ottawa, Canada.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	1 Positive copy of motion picture			
	film entitled: "DADDY LONG LEGS"			
	7510 ft. xxxxx	4-1/4		$319.17
	War Tax 1/4¢ per ft.			18.75
				$337.92

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(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Calif. this 28th day of April 1919

(Signature) D. W. Griffith Studio By E. C. Bidwell Manager

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and Sworn to before me this 26th day of April 1919

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 31, 1921

HOWARD L. MOFFATT, M. D.
1012 BROCKMAN BUILDING
COR. SEVENTH AND GRAND AVE.
LOS ANGELES

April 26, 1919.

Mr. A.B. Harper
Age: 34 Married.
Residence; 223 Aaron St.
Employed; Griffeth Studio.
Accident occurred ; Friday 25, 1919 About 12 o'clock.
Place of accident Eureka Camp, Bear Valley.

Accident

Were chasing each other on horses during taking of a picture/ Both fell off horse, and other man fell on top. Was taken to cabins, and doctor called. Said that collar bone was broken and ribs.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

April 26, 1919.

United Artists Corporation

Dear Madam:

We enclose copies of certificate of incorporation and by-laws of United Artists Corporation as filed and adopted by said corporation.

Yours very truly,

McAdoo, Cotton & Franklin

Miss Mary Pickford,
Hollywood, California.

Enc.

LRH/H

CERTIFICATE OF INCORPORATION
OF
UNITED ARTISTS CORPORATION

FIRST: The name of the corporation is UNITED ARTISTS CORPORATION.

SECOND: The location of its principal office in the State of Delaware is No. 7 West 10th Street in the City of Wilmington County of New Castle. The name of the agent therein and in charge thereof is the Corporation Trust Company of America, No. 7 West 10th Street, Wilmington, Delaware.

THIRD: The nature of the business or objects or purposes proposed to be transacted, promoted or carried on are:

(*a*) To acquire, produce, create, sell, lease, market or dispose of pictures, plays and photoplays, and any and all rights and interests therein or in regard thereto and all other articles connected therewith or incidental thereto.

(*b*) To improve the photoplay industry and its artistic standards, and the methods of marketing photoplays.

(*c*) To market photoplays in the interest of the artists who create them.

(*d*) To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise, interests, rights, patent

rights, copyrights, and real and personal property of every class and description.

(*e*) To acquire the good-will, rights and property, and to take over the whole or any part of the assets and liabilities, of any person, firm, association or corporation, and to pay for the same in cash, stocks or bonds of this corporation, or otherwise.

(*f*) To enter into, make, perform and carry out contracts of every kind, for any lawful purpose, without limits as to amount, with any person, firm, association or corporation.

(*g*) To have one or more offices, to carry on all or any of its operations and business without restriction or limit as to amount, to purchase, or otherwise acquire, to hold, own, to mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, in accordance with the law thereof.

(*h*) In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Delaware and upon corporations formed under the act hereinafter referred to.

FOURTH: The total number of shares authorized to be issued by the corporation is fourteen thousand. Out of the total number of shares, five thousand shall be preferred shares. The preferred shares shall have a par value of one hundred dollars each.

The holders of the preferred shares shall be entitled to receive annual dividends at the rate of eight per cent. per annum and no more, out of the surplus profits of the corporation quarter-yearly, payable on the first days of February, May, August and November in each year. Such dividends shall be cumulative and all accrued divi-

dends and arrears of dividend on the preferred shares shall be paid before any dividends shall be paid or set apart for the common shares.

The whole, or for the purposes of any sinking fund provided herein and in the by-laws any part, of the preferred shares may, at the option of the Board of Directors, be redeemed on any quarterly dividend payment date, by paying therefor in cash, at the time fixed for such redemption, one hundred and five dollars ($105) per share and all accumulated unpaid and accrued dividends thereon, on such notice and in such manner as may be provided in the by-laws. In case preferred shares called for redemption are not duly presented for redemption, they shall cease to be entitled to share in further or later dividends.

On or before the first day of May, 1920, and on or before the first day of May in each year thereafter, until all of the preferred shares shall have been redeemed, there shall be set apart out of the remaining surplus profits of the corporation after all accumulated and defaulted dividends upon the preferred shares shall have been paid, or set apart and provided for an amount equal to (1) one-third of the total par value of all the then outstanding preferred shares of the corporation, plus (2) five per cent. of such total par value.

The amount thus ascertained shall on each May first then be paid and credited to a sinking fund.

The moneys in the sinking fund on each May first shall be used and applied in redemption of preferred shares, on or before the next following August first.

Whenever, for the purposes of the sinking fund, less than the whole amount of the preferred shares then outstanding is to be redeemed, the particular shares to be redeemed shall be ascertained in such manner as the by-laws shall prescribe. Such redemption shall be equal among all the shareholders, excepting that in

calling the preferred shares for redemption, no resultant fractions of shares shall be called for redemption.

Any deficiency in the amount required to be set apart in any year to the credit of the sinking fund, as provided in this article, shall in the next succeeding year be added to the sinking fund out of the surplus profits of this corporation.

In no event shall any dividends be declared or paid on the common shares until (1) the current quarterly dividend on the preferred shares as well as all accumulated and accrued dividends thereon shall have been paid and set apart; and (2) all arrears, if any, in respect to any amounts hereinbefore required to have been set apart and credited to the sinking fund shall have been made good.

Subject to the foregoing provisions such dividends as may be determined by the Board of Directors may be declared and paid on the common shares of the corporation from time to time out of the outstanding surplus profits of the corporation.

In the event of insolvency or merger or consolidation of the corporation, or voluntary or involuntary dissolution, or bankruptcy or liquidation of the corporation, or sale of all its assets, there shall be paid to the holders of the preferred shares then outstanding, one hundred dollars ($100.) per share and all accumulated unpaid and accrued dividends thereon, before any sums shall be paid to or any assets distributed among the holders of the common shares; and after such payments to the holders of the preferred shares all remaining assets or funds of the corporation shall be divided among and paid to the holders of the common shares according to their respective holdings.

The preferred shares shall have no voting rights.

At all elections of directors of the Corporation each holder of shares (as to which he is entitled to vote as herein stated) shall be entitled to as many votes as shall

equal the number of his shares multiplied by the number of directors to be elected: he may cast all of such votes for a single director or may distribute them among the number to be voted for or any two or more of them, as he may see fit. This right when exercised shall be termed cumulative voting.

No shareholder or holder of obligations of the corporation convertible into shares shall be entitled as of right to subscribe for, acquire or receive any part of any further additional issue of shares or obligations of the corporation convertible into shares but such further issue may be disposed of by the Board of Directors to such persons and on such terms and (so far as permitted by law) for such consideration as the Board in their absolute discretion may deem advisable.

The Board of Directors may at the time of original issue of any shares of the corporation prescribe such limitations of transferability of such shares or any of them as in their discretion they may deem advisable; provided that such limitations conform to the by-laws of the corporation and that the certificate evidencing the ownership of such shares bear upon its face reference to such limitation of transferability.

The Corporation may at any meeting of its Board of Directors sell, lease or exchange all of its property and assets, including its good-will and its corporate franchises, upon such terms and conditions as its Board of Directors deem expedient and for the best interests of the Corporation, but only when and as authorized by the affirmative vote of the holders of three-fourths of the shares issued and outstanding having voting powers given at a shareholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of three-fourths of the voting shares issued and outstanding.

In addition to the preferred shares above described, the number of shares authorized to be issued by the cor-

poration is nine thousand, all of which additional shares shall be common shares without par value.

FIFTH: The number of shares with which this corporation will commence business is ten preferred shares, and ten common shares of no par value.

SIXTH: The names and places of residence of the original subscribers to the capital stock and the number of shares subscribed for by each are as follows:

Name	*Residence*	*Number of Shares*

SEVENTH: This corporation is to have perpetual existence.

EIGHTH: The private property of the shareholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors are expressly authorized:

To fix the amount to be reserved as working capital, to authorize and cause to be executed mortgages and liens upon any real and personal property of this corporation.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certi-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN

ficate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on shareholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the original subscribers to the capital stock hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of an Act of the Legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10th, 1899), and the acts amendatory thereof and supplemental thereto, do make and file this certificate, hereby declaring and certifying that the facts herein stated are true, and do respectively agree to take the number of shares of stock hereinbefore set forth, and accordingly have hereunto set our hands and seals this day of April, A. D., 1919.

In the presence of:

BY-LAWS

OF

UNITED ARTISTS CORPORATION

ARTICLE I.

Seal.

The Board of Directors (herein sometimes called the Board) shall provide a suitable seal for the corporation which shall remain in the custody of the Secretary. It shall be affixed to all certificates of the shares and to other instruments requiring a seal. A duplicate seal may be kept and, when authorized by the Board, used by any other officer of the corporation.

ARTICLE II.

Shares.

Section 1. *Certificates.* Certificates evidencing the ownership of the preferred and common shares of the corporation of such tenor and design as the Board may from time to time adopt shall be issued to those entitled to them. Each certificate for preferred shares and each certificate for common shares shall bear a distinguishing number, the signature of the President or Vice-President and of the Secretary or of the Treasurer, the seal of the corporation and such recitals as may be required by law. The certificates for the preferred and common shares shall be issued respectively in numerical order and a full record of the issue of each certificate shall be made in the books.

Section 2. *Transfers.* The shares may be transferred

on the books of the corporation by the registered holders thereof or by their attorneys legally constituted or their legal representatives by surrender of the certificates therefor for cancellation and a written assignment of the shares evidenced thereby. The Board may from time to time appoint such Transfer Agents or Registrars of shares as it may deem advisable and may define their powers and duties.

SECTION 3. *Lost Certificates.* The Board may order a new certificate or certificates of shares to be issued in place of any certificate or certificates of shares to be issued in place of any certificate or certificates alleged to have been lost or destroyed, but in every such case the owner of the lost certificate or certificates may be required to give the corporation a bond, with surety or sureties satisfactory to the corporation, in such sum as the Board may deem sufficient, as indemnity against loss or liability; but the Board may in its discretion refuse to issue such new certificates save upon the order of some court having jurisdiction in such matters.

SECTION 4. *Closing of Transfer Books.* The share transfer books of the corporation may be closed by order of the Board for a period not exceeding ten days prior to any meeting of the shareholders, and for a period not exceeding ten days prior to the payment of any dividend. The times during which the books may be so closed shall from time to time be fixed by the Board.

SECTION 5. *Dividends.* The Board may declare dividends from the surplus or net profits arising from the business of the Corporation. Dividends may be declared, subject to the provisions of the Certificate of Incorporation, upon the preferred shares and upon the common shares of the Corporation, in the months of January, April, July and October in each year, prior to the fifteenth

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day of said months respectively, at any annual, regular or special meeting of the Board, or on the days to which any such meetings may be adjourned, at which times the Board, in its discretion, subject to the provisions of the Certificate of Incorporation, shall determine what, if any, dividends shall be declared. Dividends on the preferred and common shares, if declared, severally and respectively, shall be payable on the first days of February, May, August and November next after the several dates of the declaration thereof, and shall be payable to the stockholders of record at the close of business on the fifteenth of the month in which they shall have been declared. If any date herein appointed for the payment of any dividend, or herein fixed for determining the shareholders of record, to whom the same is payable, shall, in any year, fall upon a Sunday or legal holiday, then such dividend shall be payable, or such shareholders of record shall be determined, on the next succeeding day not a Sunday or legal holiday.

ARTICLE III.

Shareholders' Meetings.

Section 1. *Annual meeting.* The annual meeting of the shareholders of the corporation shall, beginning with the year 1920, be held in each year at the principal business office of the corporation, which may be established outside of the State of Delaware (or at such other place within or without the State of Delaware as the Board may determine) at 3 o'clock in the afternoon on the first Monday in April (or if said day be a legal holiday, then on the next succeeding day not a holiday), for the purpose of electing Directors and Officers and for the transaction of such other business as may be brought before the meeting.

SECTION 2. *Special Meetings.* Special meetings of the shareholders must be called by the Secretary upon written request of the President or of any director. No business other than that specified in the call therefor shall be considered at any special meeting. Special meetings shall be held at the principal business office of the corporation outside the State of Delaware unless the Board shall name another place therefor.

SECTION 3. *Notice.* Notice of the annual meeting shall, at least ten days prior to the date thereof, be mailed to each shareholder of shares entitled to voting rights at his last known post-office address as the same appears on the records of the corporation.

Notice of each special meeting stating the purpose thereof shall be mailed at least ten days prior to the date thereof to each shareholder at his last known post-office address as the same appears on the records of the corporation.

SECTION 4. *Quorum.* A majority in amount of the shares authorized by the Certificate of Incorporation to vote, issued and outstanding represented by the holders of record thereof in person or by proxy shall be requisite to constitute a quorum at any meeting of shareholders; but less than such majority may adjourn the meeting from time to time, and at any such adjourned meeting any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 5. *Proxies.* Any shareholder entitled to a vote at a meeting of the shareholders may be represented and vote thereat by proxy, appointed by an instrument in writing subscribed by such shareholder or by his duly authorized attorney and submitted to the Secretary at or before such meeting.

SECTION 6. *Election of Directors.* The election of Directors may be conducted by two inspectors of election appointed after the first election by the President or a Vice-President. The vote in elections of Directors and, upon demand of a shareholder present in person or by proxy, the vote on any question shall be by share vote and by ballot.

SECTION 7. *Order of Business.* At all meetings of the shareholders the order of business shall be as follows:

(*a*) Call to order.

(*b*) Election of a Chairman and the appointment of a Secretary, if necessary.

(*c*) Presentation of proofs of the due calling of the meeting—the certificate of the Secretary or affidavit of other person who mailed the notice shall be conclusive of service.

(*d*) Presentation and examination of proxies.

(*e*) Reading and settlement of the minutes of the previous meeting.

(*f*) Reports of officers and committees.

(*g*) If the annual meeting, or a meeting called for that purpose, the election of Directors and Officers.

(*h*) Unfinished business.

(*i*) New business.

(*j*) Adjournment.

ARTICLE IV.

DIRECTORS.

SECTION 1. *Terms of Office.* The directors of the corporation shall hold office until the annual meeting of the shareholders succeeding their appointment or election,

and thereafter until their respective successors shall have been duly elected and qualified.

SECTION 2. *Powers.* All the powers of the corporation are vested in and shall be exercised by the Board except as otherwise prescribed by statute, or by the certificate of incorporation or by these by-laws.

SECTION 3. *Vacancies.* A resignation from the Board of Directors shall be deemed to take effect upon its receipt by the Secretary unless some other time is specified therein. In case of any vacancy in the Board, through death, resignation, disqualification or other cause deemed sufficient by the Board, the remaining Directors, by affirmative vote of a majority of those present at any duly convened meeting, may elect a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant and until the election and qualification of a successor. Should the membership of the Board at any time become below the number necessary to constitute a quorum, then a special meeting of the shareholders shall be called forthwith and so many directors be elected thereat as may be necessary to bring the Board to its full membership.

SECTION 4. *Election of Officers.* At the first meeting of the Board in each year (at which a quorum shall be present) held next after the annual meeting of the shareholders, the Board shall appoint such officers and employes, not chosen by the shareholders, as it shall determine (provided that the shareholders may, if they deem it expedient, themselves elect or remove any or all officers and employes at any general or special meeting).

SECTION 5. *Regular Meetings.* Regular meetings of the Board shall be held on such dates as the Board may designate.

SECTION 6. *Special Meetings.* Special meetings of the Board of Directors shall be called by the Secretary and held at the request of the President or of any Director.

SECTION 7. *Notice of Meetings.* The Secretary shall give notice of each meeting of the Board whether regular or special to each member of the Board by mail or telegraph to his last known post-office address. Such notice shall be given by mailing the same two days before the meeting or by telegram sent one day before the meeting.

SECTION 8. *Quorum.* A majority of the Board shall constitute a quorum at all meetings thereof.

SECTION 9. *Place of Meeting.* The Board may hold its meetings at such place or places within or without the State of Delaware as the Board may from time to time determine.

SECTION 10. *Compensation.* Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting; provided, that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation or commissions therefor. Members of either standing or special committees may be allowed such compensation as the Board may determine.

SECTION 11. *Inspection of Books.* The Board shall, subject to the Certificate of Incorporation and to the law of the State of Delaware, determine the conditions and regulations under which the books and accounts of the corporation or any of them shall be opened to the inspection of shareholders.

Rider A.

SECTION 12. *Offices and Books Outside State.* The Board may from time to time establish corporate offices and agencies and keep the books of the corporation at such place or places outside the State of Delaware as they may from time to time designate.

ARTICLE V.

OFFICERS.

SECTION 1. *Officers.* The officers of the corporation shall be a president, a vice-president, a treasurer and a secretary, who shall be elected by shareholders (but if said officers are not elected by the shareholders, then they shall be elected by the Board) to serve for one year and until their respective successors are elected and qualified. The president shall be a member of the Board. Additional vice-presidents may be elected from time to time for such terms as determined by the Board which may also appoint one or more assistant secretaries and one or more assistant treasurers, a general manager and such subordinate officers and agents of the corporation as it may from time to time determine.

SECTION 2. *President.* The President shall preside at all meetings of the shareholders, unless the shareholders shall appoint a Chairman (who may be the President) and the President shall also preside at all meetings of the Board. He shall exercise, subject to the control of the Board, a general supervision over the affairs of the corporation, and shall perform such other duties as may be assigned to him from time to time by the Board.

SECTION 3. *General Manager.* The General Manager shall perform such duties as may be assigned to him by the Board.

SECTION 4. *Vice-President.* The Vice-President or Vice-

Presidents shall perform the duties of the President in his absence or during his inability to act. The Vice-Presidents shall also have such other and further powers and shall perform such other and further duties as may be assigned to them by the Board.

SECTION 5. *Treasurer.* The Treasurer shall have the custody of the funds and securities of the corporation which may come into his hands. When necessary or proper, he may endorse on behalf of the corporation, for collection, checks, notes and other obligations. He shall deposit the funds of the corporation to its credit in such hands and depositaries as the Board may from time to time designate. He shall submit to the annual meeting of shareholders a statement of the financial condition of the corporation, and whenever thereunto required by the Board, shall make and render a statement of his accounts and such other statement as may be required. He shall keep in books of the corporation full and accurate account of all moneys received and paid by him for account of the corporation. He shall perform such other duties as may be from time to time assigned to him by the Board. The Treasurer shall give bond for the faithful performance of his duties. Such bond check shall be in the sum of $50,000, executed by a surety company approved by the Board.

SECTION 6. *Secretary.* The Secretary shall keep the minutes of all meetings of the Board, and of the shareholders, unless another person be appointed for that purpose by the shareholders, in books, provided for that purpose. He shall give or cause to be given all notices required by these By-Laws or by resolution of the Board. He shall have charge of the share certificate book, share transfer books and share ledgers, all of which shall at all reasonable hours be open to the examination of any Di-

rector; he shall have custody of the seal of the corporation; and he shall in general perform all the duties usually incident to the office of secretary, subject to the control of the Board.

SECTION 7. *Assistant Officers.* The Assistant Secretary or Secretaries and the Assistant Treasurer or Treasurers shall perform the duties of the Secretary and of the Treasurer, respectively, in the absence of those officers and shall have such further powers and perform such other duties as may be assigned to them respectively by the Board.

SECTION 8. *Removal.* Any person elected to office by the Board may be removed at any time upon vote of the majority of Directors in office at any meeting specially called for the consideration of such removal.

ARTICLE VI.

SIGNATURES.

SECTION 1. *Negotiable Instruments.* All checks, drafts, notes or other obligations of the corporation shall be signed by the following officers, to wit: President or Vice-President and Treasurer, or by any person or persons thereunto authorized by the Board.

SECTION 2. *Share Transfers.* All endorsements, assignments, transfers, powers or other instruments of transfer of securities standing in the name of the corporation by any two of the following officers, to wit: The President or a Vice-President, the Treasurer, and the Secretary; or by any person or persons thereunto authorized by the Board.

ARTICLE VII.

Redemption and Transferability of Shares.

Whenever for the purposes of the sinking fund described in the certificate of incorporation less than the whole amount of the preferred shares is to be redeemed, the particular shares to be redeemed shall be ascertained as follows: Forthwith, after the setting apart of moneys for the sinking fund on any May first, the Secretary shall determine the number of preferred shares which the funds then in the sinking fund shall be sufficient to redeem at the rate stated in the certificate of incorporation for such redemption. This number shall be divided by him equally among all the holders of certificates of preferred shares outstanding at such May first in proportion to the number of shares respectively represented by all such certificates in the name of each such holder, but if such division would result in any fractions of shares being allotted to any such holder, such fractions of shares shall be disregarded and not called for redemption, and the moneys which would have been available for that purpose shall be left in the sinking fund and held for the redemption of shares by the sinking fund in the ensuing year.

The notice for and manner of redemption of preferred shares of the corporation shall be as follows:

Such notice must be in writing addressed to and, unless personally delivered, sent by United States mail to the respective holders of record of preferred shares to be redeemed at the respective addresses which they may have filed for such purpose with the Secretary of the corporation. If a shareholder file no address the notice to such shareholder shall be mailed to him addressed Los Angeles, California. The notice must be mailed (or personally delivered) at least thirty days prior to the date therein designated for such redemption. The notice of redemption shall state that on the redemption date

designated, on surrender of the certificates representing the preferred shares called for redemption, duly endorsed in blank for transfer at such office in the United States as the corporation may designate, the holder and owner thereof will receive the redemption price described in this certificate. In case the preferred shares thus called for redemption are not thus duly presented for redemption, they shall, as stated in the certificate of incorporaton, cease to share in further or later dividends.

The directors of the corporation may limit the transferability of common shares in the manner hereinafter described, but each certificate evidencing the ownership of such shares shall bear upon its face reference to this article of the by-laws or a copy of the following provisions of this article.

In case a holder of a certificate representing common shares of the Corporation shall at any time desire to sell or give away any share or shares represented by such certificate to any person other than a person at the time actively associated with such shareholder in the business of producing photoplays, he shall give notice in writing to the president at the principal business office of the Corporation describing the share or shares he desires to dispose of, the name of the party to whom such transfers are intended, the consideration (which must be stated in cash) to be received by such shareholder from such transferee, and shall at the same time deposit with the president at such office such certificate for shares duly endorsed in blank and stamped for transfer. The desired transfer of common shares shall not be made upon the books of the Corporation unless

(*a*) such transfer be by operation of law, or

(*b*) the transferee shall be a person associated in business with such shareholder as aforesaid, or

(*c*) twenty days have elapsed since the filing of such written notice and deposit of such share certificate, and no other shareholder of the Corporation shall have, in the manner hereinafter stated, given notice to the president that such other shareholder desires to acquire such shares as to which notice of desire to transfer has been given.

Whenever any such notice of desire to transfer shall be filed with the President, he shall within two days after the receipt thereof cause a copy thereof to be sent by mail addressed to each person who is then a shareholder upon the books of the Corporation at his address as it appears upon such books. If thereafter and before the twenty days above mentioned shall have expired any such other shareholder desires to acquire such shares for the same cash consideration as shall be named in such notice of desire to transfer, he shall file a notice to that effect with the president at such office within such twenty day period accompanied by certified check for such cash consideration payable to or to the order of the president. If the president shall receive only one such notice from such other shareholder, he shall forthwith transfer the share certificates so desired into the name of such other shareholder and contemporaneously therewith pay to the shareholder giving notice of desire to transfer the amount of such consideration. If two or more shareholders shall both desire to acquire such shares, the president shall equally apportion such shares among such shareholders but if any such division would result in any fraction of shares being allotted to any such holder, the president shall determine by lot in such manner as he may deem reasonable and with such formalities as he may deem wise which of such shareholders shall obtain such odd shares and shall return to the shareholders the difference between the amount deposited by them and the considera-

tion for such shares as they are entitled to by the foregoing method of allotment.

ARTICLE VIII.

Amendments.

These by-laws may be altered, amended or repealed at any regular meeting of the shareholders or at any special meeting thereof duly called for that purpose, by a three-fourths vote of the shares represented and entitled to vote thereat; provided, that in the call for such special meeting, notice of such purpose shall be given. Subject to the law of the State of Delaware, the Certificate of Incorporation and these by-laws, the Board of Directors may, by unanimous vote of all present at any meeting at which a quorum is present, amend these by-laws or enact such other by-laws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation, provided that no amendment shall be made in respect to Article VII hereof, except at a shareholders meeting.

ARTICLE IX.

Waiver of Notice.

Whenever, under the provisions of these by-laws or of any law, the shareholders or directors, or any of the officers are authorized to hold any meeting or take any action after notice, or after the lapse of any prescribed period of time, such meeting or action may be held or taken without notice, or without such lapse of time on written waiver of such notice signed by every person entitled to notice.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Rider A

SECTION 13. Number of Directors. The number of directors of this corporation shall be Five (5).

27. April. 1919

TELEPHONE,
P.O. 61 LEATHERHEAD.

CHERKLEY,
LEATHERHEAD,
SURREY.

(BEAVERBROOK)

My dear Griffith.

I hear all kinds of excellent accounts of you – that you have succeeded in combining various interests and have now become a regular Trust magnate. As soon as I am well enough to travel I intend coming over to

America and I shall hope to meet you and have a good talk.

My progress is rather slow, but I am making a steady recovery and trust soon to be out of the London doctors' hands and free to get right away. With best wishes to you

Yours faithfully

Beerbohm

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 28, 1919.

Mr. T. L. Tally,
Care- Tally's Theatre,
Los Angeles, Calif.

Dear Mr. Tally:

For your information I am enclosing herewith copy of my correspondence with your two Canadian representatives regarding the shipment of one copy of "DADDY LONG LEGS" to each representative. I am also attaching copies of the necessary export papers.

The copies which I turned over to the Express Company, also the ones I have mailed to Canada, were certified before a notary but I find that I did not have enough copies certified to provide you with one. However, the copies enclosed are exact copies of the certified ones.

Yours very truly,

D. W. GRIFFITH STUDIO,

ECB/BB

Manager.

C. L. KEEP
~~E. M. BLANFORD~~
SPECIAL AGENT IN CHARGE

HOME 60011 STATION 65
TELEPHONES MAIN 2940 STATION 65
PICO 826
POST OFFICE BOX 694

United States Department of Justice

Bureau of Investigation

ADDRESS REPLY TO
SPECIAL AGENT IN CHARGE
AND REFER TO INITIALS:

OFFICE OF SPECIAL AGENTS
615-621 FEDERAL BLDG.
LOS ANGELES, CAL.

April
28th
1919

Mr. D.W.Griffith,
4500 Sunset Blvd.,
Hollywood, California.

Dear Sir:

The following protest against your picture now being exhibited at Grauman's, entitled "The Girl Who Stayed at Home", has been received at this office :

" I protest against the appeal which is made for German sympathy thru the showing of a good German soldier taking leave of his mother and her sorrow at later getting word of his death. I object to this prayer.

When this German is wounded he is brought into the home of a French girl who dresses his wound for him. She is then attacked by another German who is then about to deport her when the wounded man is made to say" Fight men not women", and he then shoots the officer. As is only too well known, it was not the policy of the German army to 'Fight men not Women', and it seems to me that this of all times is not the time to invest them with such lofty ideals. The whole picture strikes me as being a clever camouflage for some more German propaganda and I ask that it be investigated.

Mr. Griffith in producing this film may not have intended it to be so offensive but it is his business to see that no German propaganda creeps into his pictures and in this instance it was entirely uncalled for in the successful working out of the plot, for the girl could just as easily have been saved by the Americans who appear on the scene almost immediately after."

I do not presume to judge this picture as I have not seen the entire play, but did view the scenes referred to, and I feel that the writer of the above letter perhaps has ground for her protest.

This matter is being referred to you so that you may make any explanation you desire concerning the scenes referred to, as Mr. Grauman states that this play was exhibited in Washington and no protest was made at that time.

Very truly yours,

C. L. Keep

SPECIAL AGENT IN CHARGE.

CLK:EH
COPY TO MR. GRAUMAN.

THE PENN MUTUAL LIFE INSURANCE COMPANY

PHILADELPHIA

I. CLARK GUY, General Agent
Phone, Home A 5604

313 Bradbury Building
LOS ANGELES, CAL.

April 30, 1919.

Mr. David W. Griffith,

Hotel Alexandria, Los Angeles, Calif.

Dear Mr. Griffith:

We are pleased to enclose herewith check No. A23425 for $292.75, in payment of annuity, due May 1st., under your policy No. 743358.

Yours very truly,

I. Clark Guy

General Agent.

(Enclosure.)

Rec'd and cashed May 1, 1919

Clune THEATERS COMPANY
~~[illegible]~~
LOS ANGELES
8TH FLOOR KNICKERBOCKER BLDG.
643 SO. OLIVE ST.

April 30,1919.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Calif.

My dear Mr. Griffith:

Herewith please find check for $1000., to apply on account of "Clansman".

I have rented this picture to a Mr. Cogley for twenty straight weeks for $2000; he paid $1000. cash, the next $1000. to be taken out of receipts at the Mason Opera House, at the rate of $500. per week. The first week I secured the $500., the poor fellow only doing about $1900. on the week. This week, so far, he is not averaging $100. gross per day, so he has asked me to only take out $250., which I have agreed to. Later on he will pay the remaining $250.

The house is playing him 50-50. I do not know how they share on expenses. Mr. Cogley has informed me that he will have to lay off next week and perhaps the week after in order to secure bookings.

Trusting this is satisfactory, I am

Yours very truly,

W. H. CLUNE

WHC:F
1-incl.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

May 1st 1919.

D. W. G. CORPORATION

TO

ALBERT H.T. BANZHAF ,DR.

- -

To Professional services for month of

April 1919 - - - - - - - - - -	$150.00
Plus balance due from bill of Apr. 1st - - - -	20.00
	$170.00

Received Payment,
JUN 18 | 19

M. L. BERNSON STATEMENT S. MANDEL.

Los Angeles, Cal., 5/1 191 9

D. W. Griffith Studio

QUEEN CITY IRON & METAL CO.

DEALERS IN

SCRAP IRON, METALS, PIPE
MACHINERY OF ALL KINDS

1531–41 NORTH MAIN STREET

PHONE EAST 615

4/4	Acc. Rend	25 00

This Bill is NET CASH
No Discount allowed.

Paid 4/7
M3859

C. A. SCHALLENBERGER

CREDIT MEMO.

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

TELEPHONES { HOME 60814 / PICO 326

SUITE 518 METROPOLITAN BUILDING

Los Angeles, Cal., May 1st'19 *191*

M Mark Producing Company

WE CREDIT YOUR ACCOUNT AS FOLLOWS:

DATE	POLICY NO.	COMPANY	CREDIT
File under Mark	#1607610	Commercial Union Assurance Co. Return Premium account partial cancellation of $9500.00.	$6.58

Make all Payments to J. W. KAYS COMPANY, Inc. (Not responsible for payments made otherwise.)

May Fifth.

Dear Mr. Griffith, -

Several months ago, when the enclosed letter was forwarded to me, from Mr. Orr, I made innumerable attempts to present it to you. I talked with your Secretary, but at the time, you were very busy at Clune's Auditorium and on each occasion, I missed you, at the Studio - Since

then I have been out of the city.

I should very much like to meet you. May I ask an appointment for an interview?

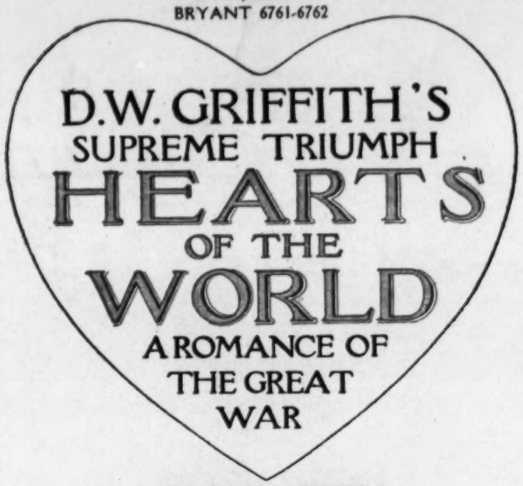
Very Cordially
Cara M. Golling

Garden Court
Hollywood.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

May 5th, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:-

I enclose herewith Famous Players' reports which I took with me but which are your copies.

Please do not worry about any discrepancies in the reports as I will check all these reportd from now on carefully and any discrepancy which I find I will immediately call the Famous Players attention to and I will adjust it here as it is impossible for you to do this from your end by mail but STOP LOOK AND LISTEN: the one record of yours which is absolutely vital for me to check these statements are the cash receipts statement and journal entries especially the former and I request that you forward these to me weekly as quickly as it is conceivably possible, and that is all I ask which is not much and when you do that all discrepancies will be promptly adjusted, you may be sure of that.

For instance as soon as I came back I tried to check the Famous Players statements and found promptly that your cash reports #72 and 73 were missing, although 74 had arrived and I was "stumped" right then and there.

The discrepancy in your report of Jan. 15 to which you called my attention in your letter of the 29th of April I already found while I was on the Coast and this is one of the many items which will have to be adjusted. The difference in the guarantee will also be adjusted as they are entirely wrong in this matter. This error was caused by a misinterpretation of their part of the contract but this matter will take a few days to straighten, but it will be straightened out and you will get the correct amount due you. They practically conceded to me this morning that they were wrong so settlement will be easy.

I would like to ask you another favor. Whenever I wire you requiring certain information please answer my wires promptly as it is impossible for me to do business at this distance unless I get

May 5th, 1919.

Mr. E. C. Bidwell ----------#2.

answers to my questions promptly because I have an enormous lot of work to do. For this reason I wired you that you can charge all communications addressed to me to be paid at this end. That will take that much more expense off your studio and as far as I am concerned "You know me Al" Prompt answer is my middle name.

So far I have not yet received answer from you as to whether the most important book which I left there is found or not and I am hanging fire every moment until I hear from you.

I also wired you today regarding the duplicate of the Wark bill which I paid you while I was at the Coast and if you did not send it at the time you receive these bills, do so without delay. It will only take a minute to make it out.

Before sending in your new trial balance be sure and see that Mr. Blake has applied all the accounts receivable and that all the stock has been taken out of suspense and charged to the production cost and that they give me an inventory of the value of the chemicals and unused raw stock on hand so that I can make out a regular financial statement and after you get one statement you can easily make out your own statements thereafter.

But above all answer questions promptly if it is at all possible so that I can keep up with the work here.

With best regards,

Sincerely yours,

E/W

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

May 6, 1919.

Dear Mr. Griffith:

Herewith a story that Hastings wanted to include in the bunch that we handed to Miss Wiener--and that was overlooked by mistake. If you cleared up the whole library on your way East, this may help on the return trip. There is just a suggestion in it of a slightly different angle for an "Old Homestead" type of yarn, that might prove effective, if you should feel like taking a whirl at the Noble Horse-races--as you suggested at one time last winter.--Otherwise the yarn is commonplace enough, so that it's hard to see the $1500 asked for it. Hastings' synopsis and comment on first page.

By the way: In connection with the comedy travelogue idea that I suggested some weeks ago and that still strikes me as absolutely sure-fire. In case you see no possibility for using Miss Dorothy in it, I'd like to have your permission to turn the thing elsewhere. The woman who secured the conditional contract with the First National, on the strength of her suggestion, is planning to go ahead and utilize it anyway, and I think I could put her in touch with people who would see the scheme through--which might eventually be worth quite a bit.--But if you have any objections, I'll let the lady paddle her own canoe.

If wishes made in a graveyard are lucky, here's another big one for the Chink.

Sincerely,

Mr Stearns.

Mr. D. W. Griffith,
720 Long Acre Building,
New York City.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

May 7, 1919.

Dear Sir:

We acknowledge receipt of your letter of April 25th, enclosing check for $15,000, drawn to the order of Mr.W.G.McAdoo.

Yours very truly,

McAdoo, Cotton & Franklin

Mr.E.C.Bidwell,
Studio Manager,
D.W.Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Cal.

FHM
MCO

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

May 7, 1919.

Dear Mr.Banzhaf:

I enclose herewith revised draft of proposed contract between United Artists Corporation and Mr. Abrams. You will notice that at the conclusion of the article headed "Expenses" three new paragraphs have been inserted at Mr. Abrams' request. There also has been added to Article II a provision giving Mr. Abrams the option of terminating the contract on thirty days' notice. The employment of Mr.Abrams is to begin some time during the month of June. I think, apart from the above changes, there has been no material change in the draft of the proposed contract since the draft which you have already seen. Mr. O'Brien is out of town today, but, from what he told me on Tuesday, I believe that these changes will be satisfactory to him. I have read the changes to Mr. Burkan.

Yours very sincerely,

George S. Franklin

Albert H.T. Banzhaf, Esq.,
No. 2 Rector Street,
New York City.

GSF:MCO

(Enclosure)

MEMORANDUM OF AGREEMENT made and entered into in duplicate on this day of May, 1919, by and between HIRAM ABRAMS (hereinafter designated as "Mr. Abrams"), party of the first part, and UNITED ARTISTS CORPORATION, a corporation organized under and pursuant to the laws of the State of Delaware (Hereinafter designated as "the Corporation"), party of the second part

W I T N E S S E T H

WHEREAS the Corporation has entered into certain contracts each dated February 5, 1919, with certain artists respectively, engaged in the production of photoplays, to wit: Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (known as Mary Pickford), whereby each of the said artists has agreed (1) to produce not less than three photoplays yearly during periods of three (3) years (each of such three year periods to commence from certain dates as respectively provided in such contracts) and (2) to grant to the Corporation the sole and exclusive license to market, exploit, distribute and turn to account such photoplays, in the United States, Alaska, Dominion of Canada and Newfoundland, as provided in such

contracts respectively, for the respective periods of five (5) years from the respective dates fixed for the release of such photoplays by the Corporation as provided in such contracts, and

WHEREAS the Corporation may, from time to time, enter into other contracts with other artists for the marketing and distribution of other photoplays, and

WHEREAS the Corporation desires to employ a General Manager in connection with the marketing, exploitation, distribution and turning to account of such photoplays, and

WHEREAS Mr. Abrams desires to act as such General Manager for the Corporation:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein set forth, and the further consideration of the sum of One Dollar each to the other in hand paid, the receipt of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties hereto as follows:

I

TERM OF EMPLOYMENT

Mr. Abrams shall devote exclusively his entire time to the service of the Corporation in the

capacity of General Manager for a period of three (3) years from such date as the President of the Corporation may hereafter designate in writing, (such date, however, to be not earlier than June 1 and not later than July 1, 1919) and the Corporation shall employ Mr. Abrams as such General Manager and pay Mr. Abrams the compensation hereinafter provided for, during such three (3) year period, provided such employment shall not be sooner terminated, as hereinafter provided.

II

TERMINATION OF EMPLOYMENT

The Corporation, by resolution of its Board of Directors, shall have the right, in the sole discretion of such directors, to terminate such employment of Mr. Abrams at any time, such termination to take effect thirty (30) days after written notice of such termination shall be mailed or delivered to Mr. Abrams at the office of the Corporation in the City of New York. Mr. Abrams shall also have the right, in his discretion, to terminate such employment at any time, such termination to take effect thirty (30) days after written notice of such termination shall be mailed or delivered by Mr. Abrams at the office of the Corporation in the City of New York.

III

DISTRIBUTION

Mr. Abrams, as General Manager, shall devote his entire time, efforts and services to the marketing and distribution of the photoplays to be marketed and distributed by the Corporation (in the United States, Alaska, Dominion of Canada and Newfoundland) as provided in the contracts between the Corporation and certain artists described in the recitals of this contract, and as may be provided in such other contracts, as may hereafter from time to time be entered into by the Corporation in regard to the marketing and distribution of photoplays, to the end that each and every provision of such contracts, now or hereafter entered into by the Corporation, shall be carried out, in accordance with such plan or plans for the marketing and distribution of such photoplays, as may, from time to time, be adopted and approved by the Board of Directors of the Corporation.

IV

EXPENSES

Mr. Abrams guarantees that the entire expenses of the Corporation, after deducting from such expenses

only (1) the salary of the President of the Corporation and (2) the retainers and fees of the General Counsel of the Corporation, shall not exceed twelve (12) per cent of the gross receipts received by the Corporation from the marketing and distribution of such photoplays and accessories in the United States, Alaska, Dominion of Canada and Newfoundland, (whether or not, under the terms of any contracts between the Corporation and the artists, such gross receipts belong to the Corporation or to the artists). Such expenses shall include all sums paid to Mr. Abrams on account of his compensation, as hereinafter provided. In case such expenses shall exceed twelve (12) per cent. of such gross receipts, then such excess shall be deducted from the compensation of Mr. Abrams as herein fixed, but the liability of Mr. Abrams in respect of any such deductions shall not exceed the compensation to which Mr. Abrams may be entitled to hereunder, whether or not such compensation has been actually theretofor paid to Mr. Abrams.

Mr. Abrams may hire and discharge employees of the Corporation employed in connection with the marketing and distribution of photoplays, upon condition that the employment of such employees may be terminated at

any time at the option of the Corporation and that Mr. Abrams shall discharge any such employee at any time on direction of the Board of Directors.

Subject to the approval of the Board of Directors of the Corporation, or such officer of the Corporation as may be designated by the Board of Directors for that purpose from time to time, Mr. Abrams shall have the exclusive control of fixing and regulating, all disbursements for salaries, advertising and all other necessary expenses in connection with the marketing and distribution of said photoplays, and he shall report to the Board of Directors, on the last day of each month, or oftener if requested, the amount of such expenses, in detail, specifying the purpose and the nature thereof.

All leases for locations in connection with the marketing and distribution of said photoplays and all contracts for the leasing or right to use or exhibit photoplays shall be negotiated and concluded by Mr. Abrams, subject, however, to the approval of the Board of Directors, or to the approval of such officer of the Corporation as the Board of Directors may, from time to time, designate for that purpose. Such contracts may, however, be signed by Mr. Abrams.

V

COMPENSATION

Mr. Abrams shall receive as compensation for his services as General Manager, amounts equivalent to the following percentages of the gross receipts of the Corporation derived from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertising material (whether or not such gross receipts belong to the Corporation or to the artists):

three-quarters of one per cent on amounts up to $300,000;

one and one-half per cent on amounts over $300,000 but not over $500,000;

three and three-quarters per cent on amounts over $500,000 but not over $600,000; and

one and one-half per cent. on all amounts over $600,000.

The gross receipts from such photoplays shall be ascertained separately and such percentages shall be calculated upon such separate receipts from each photoplay and not upon the aggregate receipts of the Corporation for all photoplays. The Corporation shall pay Mr. Abrams Five Hundred Dollars ($500) a week, from and after the date

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

fixed for the commencement of his employment as hereinbefore provided, and such payments shall be charged against Mr. Abrams as advance payments on account of the compensation which Mr. Abrams is to receive as hereinbefore provided, based on percentages of the gross receipts.

VI

SETTLEMENTS

Tentative settlements between the Corporation and Mr. Abrams shall be made as of July 1, 1920, and shall be completed as soon as possible thereafter, and tentative settlements shall be similarly made as of each January 1 and July 1 thereafter during the continuance of Mr. Abrams' term of employment. Upon such tentative settlements all expenses as provided in Paragraph IV hereof, and the moneys actually received from the marketing and distribution of such photoplays in the United States, Alaska, Dominion of Canada and Newfoundland, (less any adjustments in respect thereof and less the proceeds of the sale of lithographs or other advertieing material) shall be ascertained and stated and the compensation to which Mr. Abrams is entitled, as herein provided, as of such January 1 or July 1, as the case may be, shall be ascertained and paid. Final settlement shall

D. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

be made as of the date of the termination of the employment of Mr. Abrams, (whether by lapse of time or in accordance with the provisions of paragraph II hereof) and shall be completed as soon as possible thereafter, and any amounts found due Mr. Abrams shall thereupon be paid to Mr. Abrams, provided that if upon such final settlement it shall appear that the Corporation shall have paid Mr. Abrams a greater amount than he is entitled to hereunder, then Mr. Abrams shall refund to the Corporation such amount. Such final settlement shall be made on the basis of moneys actually received on or before the date of such termination (less any portion of such receipts representing advance payments not yet earned) and on the basis of all expenses as provided in Paragraph IV hereof incurred and accrued on or before such date. When and as any portion of such receipts, representing advance payments not earned at the time of such final settlement, shall be earned, then Mr. Abrams shall be entitled to the percentages thereon as provided in Paragraph V.

VII

ARBITRATION

In case any dispute shall arise between the parties hereto respecting either the construction of any of the provisions hereof or any accounting hereunder,

the parties shall each respectively choose and appoint one disinterested person to act as referee. Such appointment shall be made as follows: Either party hereto desiring to submit any matter in dispute to the decision of referees, as herein provided, may give written notice of the appointment of a referee to the other party hereto and thereafter such other party shall appoint another referee. Should any two referees so appointed fail to agree, within a reasonable time, upon a decision in regard to the matter in dispute, such referees shall jointly choose a third referee and in case they shall not be able to agree upon such third referee, either of such referees, upon five days' notice to the other referee, may apply to the presiding Justice of the Appelate Division of the Supreme Court, State of New York, First Department, to designate such third referee, and such three referees shall thereafter, as promptly as possible, render a decision in regard to the matter in dispute. The parties hereto agree that any decision rendered by referees (or a majority thereof, if more than two be appointed) shall be binding upon the parties hereto, and agree to execute promptly the provisions of any such decision. Accountants may be appointed by any referee or referees hereunder to assist in the rendering of any decision in regard to any matter

in dispute. The expenses connected with the reference of any matter in dispute to any referees hereunder shall be borne by the parties hereto in such manner as such referees shall determine in any decision rendered hereunder.

VIII

INJUNCTIVE RELIEF

The parties to the contract agree that the services to be rendered by Mr. Abrams for the Corporation pursuant to this contract, are special, unique and extraordinary and cannot adequately be replaced, and for this reason and because of the consideration or compensation to be paid to Mr. Abrams pursuant to this agreement, Mr. Abrams agrees not to render services of any kind or character to any other person, persons or corporation for and during the period of his employment under this agreement, without the written consent of the Corporation first had and obtained, and that the Corporation shall be entitled to injunctive relief in the event of the breach or threatened breach of this contract by Mr. Abrams.

IN WITNESS WHEREOF the parties hereto have

hereunto subscribed their names and affixed their seals the day and year first above written.

_____

_____

O. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dr H L Perry

ADDRESS ALL COMMUNICATIONS TO THE CORPORATION

0 2 1 2 Sch

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED,

OF LONDON, ENGLAND.

PACIFIC COAST BRANCH
360 PINE STREET, SAN FRANCISCO, CALIFORNIA

WILLIAM J. GARDNER
MANAGER

DEPARTMENT OF CLAIMS
UNION OIL BUILDING
LOS ANGELES, CALIFORNIA
ROY G. WEBB, ADJUSTER

IN REPLYING QUOTE FILE No._____

COPY

May 7, 1919.

Mr. A.B. Harper,
2233 Aaron St.,
Edendale, Calif.

Dear Sir:

Re: GRIFFITH STUDIOS

Dr. J.R. French, our chief surgeon, with offices at 234 Consolidated Realty Building, just advised us of your injury of April 26th. He states that his assistant, Dr. Barbanell, called upon you, rendered what treatment was necessary and requested you to come into the office for further examination and necessary treatment.

We are advised that you have not done this, but have gone to the California Hospital and have been operated upon. Inasmuch as you have declined our proffered medical aid, it will be necessary for you to assume all of your medical expense, unless, however, you are willing to have Dr. French attend you. We can only be responsible for the medical expense of our own medical department.

As yet, we have received no report of an accident from the Griffith Studios, and it may be they are not responsible for the accident. We are taking the matter up with them through a copy of this letter, as a request that they send us a report of the accident if it occurred while you were working for them.

Very truly yours,

Roy G. Webb

RGW/T

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

May 7th'19..

Attention Mr. Bidwell,

Wark Producing Company,
#4500 Sunset Boulevard,
Los Angeles, California.

RE: Policy #1607610 "Commercial Union"

Gentlemen:-

Replying to yours of April 24th'19, requesting coverage on negative "Intolerance" be reduced to $25,000.00, we hand you herewith endorsement showing cancellation of $9500.00 of the above numbered policy. With this cancellation it will leave you with the desired $25,000.00 on this negative.

Kindly attach the enclosed endorsement to the policy, and oblige,

Very truly yours,

J. W. KAYS COMPANY, INC.

By W. H. Campbell

Encl.

Minutes of regular monthly meeting of MOTION PICTURE PRODUCERS' ASSOCIATION, held at the office of the ASSOCIATION, 1004 Hollingsworth Bldg., Wednesday evening, May 7th, 1919.

Vice President W. S. Smith presided and the following members answered the roll call:

Frank A. Garbutt	R. R. Nehls
Thos. H. Ince	Wm. Sistrom
Abraham Lehr	Hal Roach

Clark W. Thomas

Minutes of the meeting of April 23rd were read and approved.

Mr. Garbutt submitted the Treasurer's report as follows:

Balance on hand, April 1, 1919.....	$3,107.75
Receipts.....	360.00
	$3,467.75
Disbursements.....	584.74
Balance on hand, May 1, 1919.....	$2,883.01

On motion duly made and seconded, the Treasurer's report was ordered accepted and placed on file.

The Secretary submitted itemized expense account for month of April amounting to $38.96. On motion duly made and seconded, this amount together with the Secretary's salary was approved and ordered paid.

The Secretary reported that our "Personal Service Contract bills" had been signed by the Governor and that these bills will become a law ninety days from the adjournment of the Legislature which will be July 22nd, 1919.

The Secretary also reported on the Service Bureau and stated that the attack made by the Actors' Union, whereby it was hoped to have the license of the Service Bureau suspended, had failed and that after an investigation by Labor Commissioner McLaughlin, the temporary order, restraining the Bureau from charging a fee to the people, was rescinded so that the Service Bureau is being operated on the same plan as before.

The Chairman called for report of the Campaign Committee and Mr. Garbutt submitted his report covering the activities of his Committee in connection with the Local Political Campaign. Mr. Garbutt pointed out that while we had been successful in our undertaking so far, we must not make the mistake of being over-confident - that the real fight was still ahead of us and that it would require the support and co-operation of everyone connected with the industry to put our candidates "over the top" on June 3rd.

Mr. Garbutt submitted the report of the Campaign funds showing:

Receipts.....	$3,250.00
Disbursements.....	1,560.00
Outstanding accounts not paid.....	687.35

Mr. Garbutt then asked that his Committee be instructed as to further procedure - that it would, no doubt, require additional finances to carry the campaign to a successful issue. The matter was discussed at some length and the consensus of opinion of those present was that the campaign should be prosecuted to a finish and that if additional funds were necessary, the Committee have been given the power to solicit and collect such funds to meet the expenses.

Mr. Garbutt brought out the fact that the Famous Players-Lasky Corp. controlled two separate plants in the city and they only contributed the same amount of dues to the Association as the smaller concerns. He felt that this was hardly equitable and suggested that it was proper for the Association to charge the Lasky and also the Morosco Plants Association dues. On motion duly made and seconded, Mr. Garbutt's proposition was accepted and the Morosco studio elected to contribute $30.00 per month towards the maintenance of the Association.

On motion made and seconded, the meeting adjourned.

Secretary.

Miss Wiener

May 8, 1919.

Mrs. Cara M. Golling,
Garden Court,
Hollywood, Calif.

Dear Madam:

Your letter of May 5th, addressed to Mr. Griffith is received. As it happens Mr. Griffith, with his secretary and others, started for New York on the morning of Monday, May 5th, the morning your letter was written, and it will possibly be two or three weeks before they will return, at which time your communication will receive proper attention.

Yours very truly,

D. W. GRIFFITH STUDIO

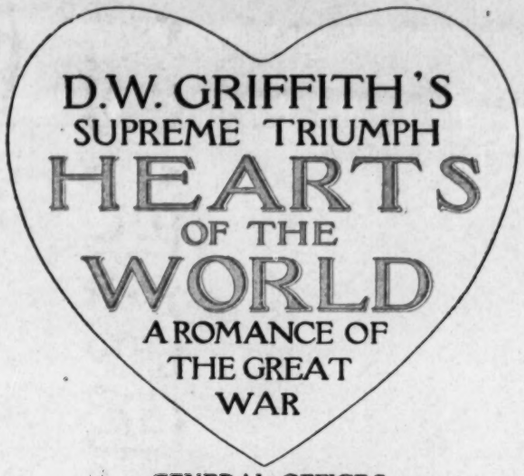
Manager

ECB/BB

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

May 8, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:-

I have this day had a long conference with the comptroller of the Famous Players-Lasky Corporation, regarding the guarantees due on the Griffith pictures, and I find that after looking into the contract more closely, I was somewhat mistaken. In other words Mr. Griffith does not get the difference between the original amount advanced in production and the $175,000.00 guarantee; instead the calculation is as below;

GUARANTEE SETTLEMENT		"GREAT LOVE" Settlement of Guarantee	
Cash for production---	$120,000.00		
" " 75 Prints-----	$17,760.89		
Balance due to make guarantee----------	$37,239.11	Paid Check---	$485.30
		" "	$2555.55
		" "	2526.20
	$175,000.00	" "	3765.29
		" "	21688.89
		Balance Due	6217.88
			$37239.11

You will see therefore, that to the amount you have received on the production, you have to add ~~to~~ the actual amount you have received for the 75 prints and the difference between the aggregate of these two figures and the $175,000. is the amount due Mr. Griffith, 26 weeks

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

after the production has opened here. You will see from the above that the guarantee due on the Great Love was $37, 239.11 against which he has received certain checks, leaving a balance still due him of $6217.88. This check will be forwarded to you soon.

Now, regarding the extra prints, please note that the Famous Players Company were in error in charging these extra prints on their statement and they will be credited and RECHARGED AGAIN after Mr. Griffith's 65% has amounted to $225,000.00.

I went closely into the difference between the cash you have received from the Famous Players and the amount which they have charged on their statement, and I find a discrepancy is caused by the fact that the Famous Players in New York have charged to this production certain prints which were made in New York and of which the Los Angeles office knew nothing. Also they had failed to send you memorandums of the value of the various prints made in New York. However, you may be relieved of all this bother as I find that it means that you cannot check these extra charges for prints on your end because some are Los Angeles and some are New York charges.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

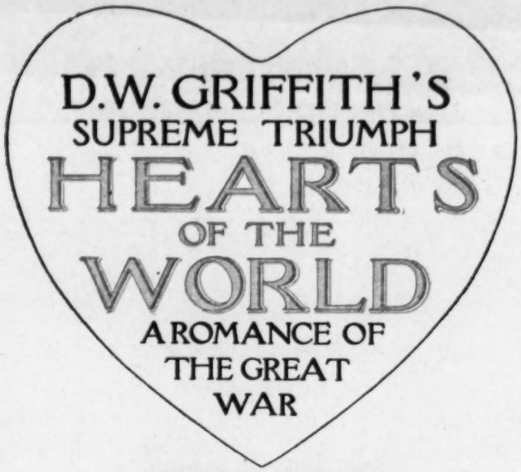
I have made arrangements whereby they notify me of any and all charges which they make here in New York and in due time, I will notify you of these charges so that you can record them on your books.

But listen Mr. Bidwell, I must ask one thing of you and that is, that you give me prompt answers to my telegrams as I am too busy here to have the work accumulate on me, which your lack of prompt answers causes. It is absolutely necessary for me to get all cash reports promptly because from your cash reports, I get the amount which the Famous Players have paid you in Los Angeles and unless I get these I cannot check the statements currently because most of the charges on these statements ~~and~~ are verified by your cash statements. I wired you a couple of times informing you that cash reports #72 & 73 had not arrived here and asking you whether you were mailing them but as yet I have received no telegram. Neither have I received any answer to my wire asking for the amount of the Wark check which I paid you. The answer to this latter question would take no time at all to look up and you can readily see that I cannot balance the Wark cash without knowing the amount of the check I paid since there

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

is no other record available. The bill was either lost or never given.me. I hope,by the time this reaches you, to be in possession of the duplicate bill. If not please give this your immediate attention.

On the other hand, any information you wish from me, just wire me and I will give it my immediate attention. And as soon as I have settled matters with Famous Players, regarding their erreneous charges I will be able to give you any and all information regarding these statements.

I would like to have from you a short statement or pencil-sketch, telling the actual amount you have received from the Famous Players for the 75 prints only beginning with the "Great Love". I mean the "D" not the "C" series.

Hoping that I have made everything clear and that you will reply promptly to the questions asked, I remain with best wishes,

Yours very truly,

J.E./P

THE FOLLOWING REPLIES ARE A SAMPLING ONLY. OTHERS WERE NOT FILMED AND REMAIN IN PLACE IN THE COLLECTION.

5/8/19 - 5/13/19

Replies, both acceptances & regrets, to invitation to attend premiere BROKEN BLOSSOMS at Cohan Theatre, 5/13; by prominent social, political, theatrical people

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

165 BROADWAY

May ninth,
nineteen hundred
and nineteen.

Mr Stuart G. Gibboney accepts with pleasure the kind invitation of Mr. David Wark Griffith to attend the initial offering of "Broken Blossoms" at the George M. Cohan Theatre, on Tuesday evening, May the thirteenth, 1919.

NEW YORK STATE WOMAN SUFFRAGE PARTY

MRS. F. LOUIS SLADE
FIRST VICE-CHAIRMAN

MRS. MARGARET CHANLER ALDRICH
SECOND VICE-CHAIRMAN

MRS. GEORGE NOTMAN
THIRD VICE-CHAIRMAN

MISS ANNIE DOUGHTY
FOURTH VICE-CHAIRMAN

MRS. F. ROBERTSON JONES
FIFTH VICE-CHAIRMAN

MRS. THOMAS BUCKLIN WELLS
RECORDING SECRETARY

MISS ADALINE W. STERLING
CORRESPONDING SECRETARY

MRS. HERBERT L. PRATT
TREASURER

WOMAN SUFFRAGE PARTY
OF THE CITY OF NEW YORK

MRS. CARRIE CHAPMAN CATT
HONORARY CHAIRMAN

MISS MARY GARRETT HAY
CHAIRMAN

CITY HEADQUARTERS
373 FIFTH AVENUE
TELEPHONE 6310 6311 MURRAY HILL

BRONX BOROUGH
MRS. DANIEL A. PALMER, CHAIRMAN
MRS. LOUIS WELZMILLER, DIRECTOR

BROOKLYN BOROUGH
MRS. H. EDWARD DREIER, CHAIRMAN
MRS. ALICE PARKER HUTCHINS, DIRECTOR

MANHATTAN BOROUGH
MRS. CHARLES L. TIFFANY, CHAIRMAN
DR. KATHERINE B. DAVIS, DIRECTOR

QUEENS BOROUGH
MRS. DAVID R. RODGER, CHAIRMAN
MISS ELIZA MACDONALD, DIRECTOR

RICHMOND BOROUGH
MRS. WILLIAM G. WILLCOX, CHAIRMAN
MRS. CHARLES E. SIMONSON, DIRECTOR

142

NEW YORK. May 12th, 1919

Mr. Albert L. Gray,
Suite 720 Longacfe Bldg.,
New York City.

My dear Mr. Gray:

Miss Hay regrets exceedingly that it will be impossible for her to accept your very kind invitation for Tuesday evening, but she will not be in town. Miss Hay sends her regrets and appreciation of the invitation.

Sincerely yours

Mabel Russell

Executive Secretary.

NOTICE—ALL BILLS PAYABLE WEEKLY IN ADVANCE

Los Angeles, Cal., 5/11 1919

a/c A. B. Harper Room 277

TO **CALIFORNIA HOSPITAL** DR.

HOME 10061 — 1414 SOUTH HOPE STREET — MAIN 7610

		To Bill Rendered for services ending	
5	3	To ..... weeks 6 days, Ending 5/9 @ ..... per	12 90
		" " " " " "	
		" " " Sp'l Nurse end'g " "	
		"Extras—Board of Outside Special Nurse	
		" " Board of Outside Special Nurse	
		" " Operating Room	5
		" " Ether 1 20 Catgut 1 40	2 60
		" "	
		" " Surgical Dressings	
		" " Puritas	
		" " X Ray	
		Dr H. P. Jacobson	10 —
		Exclusive Drugs	25
		S. F. PTG. CO. Total	30 75

DO NOT DETACH

Received payment
CALIFORNIA HOSPITAL CO.

5/11 26

191 Per

LOS ANGELES, CAL., May 3 1919

Mr. Harper ROOM NO. 277

DR. TO H. P. Jacobson

FOR Anesthetic $10 00

SM 11-18 S. F. PTG CO.

EXCLUSIVE PRESCRIPTION PHARMACY

Los Angeles, Calif.

Second Floor Merch. Nat'l Bank Bldg. Second Floor Brockman Bldg.

F-6372 Bdw'y 4742 F-1974 Main 3293

Name Mr. A. Harper

Address 277

SOLD BY	DATE	CHARGE	COLLECT	PAID	O. K.
TB	5/5	C			

KEEP THIS BILL FOR REFERENCE.

	Hinkle Pills		25
	Dr. Vardon		

GRIFFITH COLLECTIO
MODERN ART FILM
45762

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

J

May 12
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith check in the amount of Five Hundred Dollars -- ($500) covering your share or 5% of a ten percent (10%) disbursement ($10,000) on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

per F Rubenstein

FR/HB

Deposit
7/1/19

Studio site

May 12th 1919.

Mr. Charles S. Powell,
409 Land Title Building,
Philadelphia, Pa.

Dear Sir:

Your letter addressed to Mr. Albert Gray under date of the 5th inst. with reference to proposed theatre in Philadelphia has been handed to me for reply, and if you will kindly write me further details thereof we will be glad to consider the same seriously.

Very truly yours,

AHGB/GD

MUSEUM OF MODERN ART
COLLECTION
MT FILM

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

May 12, 1919.

Dear Miss Wiener:

Thank you for your letter of the 6th inst. returning correspondence with Mr. Jackson regarding place for Mr. Gatewood.

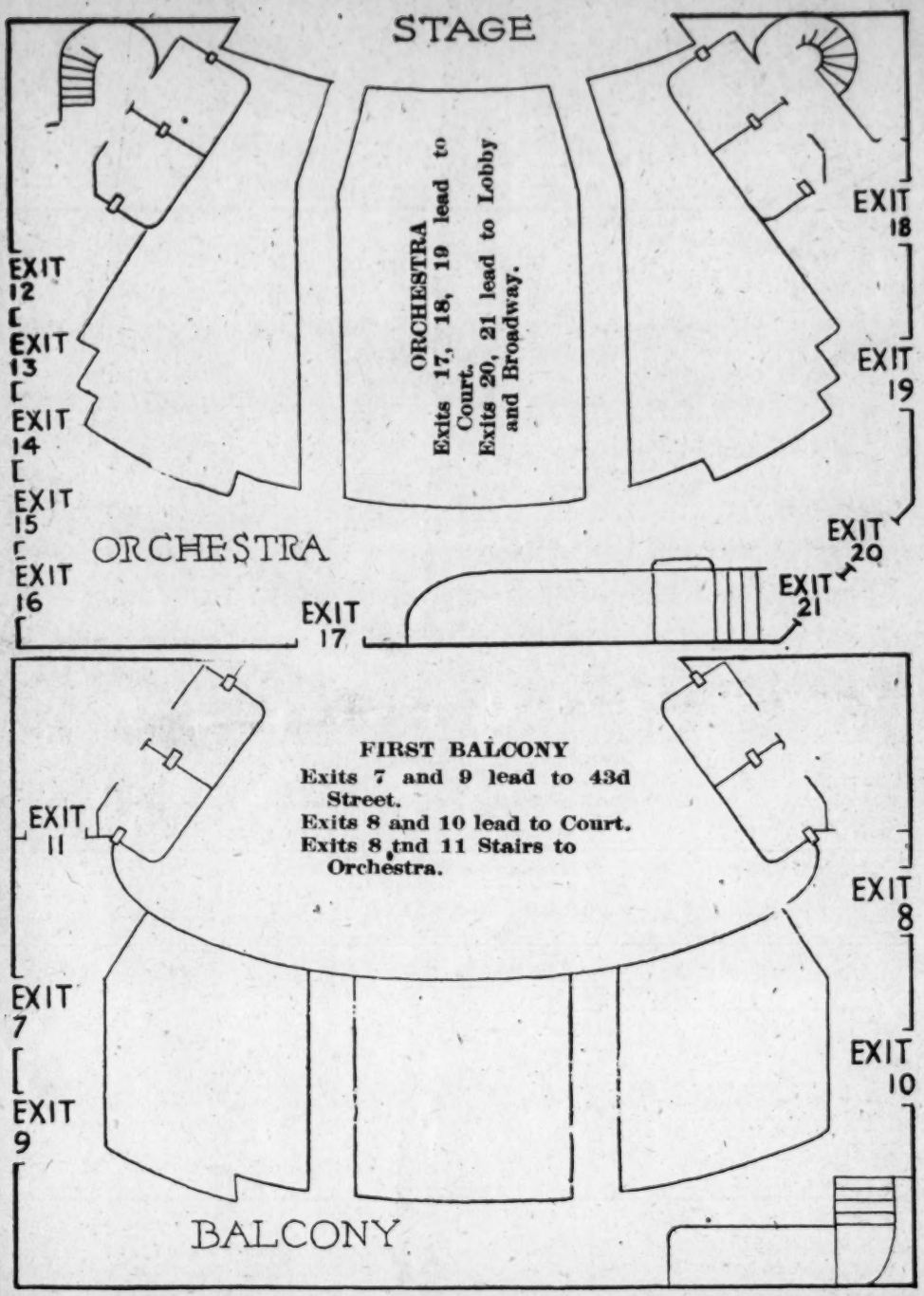
The photograph of Mr. Griffith came duly to hand. Please convey my warm thanks for this to Mr. Griffith when he returns to Los Angeles.

Sincerely yours

J. M. Schaffer
Private Secretary

Miss S. A. Weiner
Secretary to Mr. Griffith
D. W. Griffith Studio
4500 Sunset Boulevard
Los Angeles, Cal.

JMS-L


STAGE
ORCHESTRA
Exits 17, 18, 19 lead to Court.
Exits 20, 21 lead to Lobby and Broadway.
EXIT 12
EXIT 13
EXIT 14
EXIT 15
EXIT 16
EXIT 17
EXIT 18
EXIT 19
EXIT 20
EXIT 21
ORCHESTRA
FIRST BALCONY
Exits 7 and 9 lead to 43d Street.
Exits 8 and 10 lead to Court.
Exits 8 tnd 11 Stairs to Orchestra.
EXIT 11
EXIT 7
EXIT 9
EXIT 8
EXIT 10
BALCONY

D. W. GRIFFITH
REPERTORY SEASON

GEO. M. COHAN'S THEATRE
Broadway and Forty-third Street
NEW YORK CITY

BEGINNING
TUESDAY EVENING, MAY THE THIRTEENTH
NINETEEN HUNDRED AND NINETEEN
AT EIGHT FORTY-FIVE O'CLOCK

MATINEE EVERY DAY AT TWO FORTY-FIVE
EVERY EVENING AT EIGHT FORTY-FIVE
INCLUDING SUNDAYS

ALBERT L. GREY
General Manager

AN APPRECIATION

By HARRY CARR

Editorial Writer, "Los Angeles Times"

MAY 9, 1919.

¶ D. W. Griffith's latest work, "Broken Blossoms," was told in pictures because there are no words delicate or exquisite enough to have told it. For, after all, words are crude and cold.

¶ The night winds swaying the bells of an old temple might have suggested the story. Incense smoke curling upward in wreaths of mauve and gray from a dim old altar might have suggested it; or the amber notes of a flute across the waters of a shadowy lake. But the story of "Broken Blossoms" never can be told in words.

¶ It is a drama of pity and of death. It is the almost forgotten art of tragedy. It has the sweet, solemn sense of the inevitable, the slow dread tread of fate, the gentle melancholy of the death of a beautiful day.

¶ It is a simple story... as simple as love and death. In some measure, "The Chink and the Child," a story by Thomas Burke, suggested it.... but only as a great painting might have been suggested by a Dickens character.

¶ As The Girl, Miss Lillian Gish deserves a place in the very fore front of modern tragediennes. The marvel of her finished artistry is that the shrinking, horrified, sobbing child is always a child. Her terror of the death that waits is never the terror of a woman; it is ever the agonized fright of a little child. The characterization of the Chinaman is delicately drawn by Richard Barthelmess and played in admirable restraint. The prize fighter is a triumph for Donald Crisp, who fully realizes the pitiless brutality of this bully of the London slums.

¶ There is a point beyond which motion pictures cease to be merely pictures and become great voiceless art. Such is "Broken Blossoms."

¶ There are those who will see in this drama merely a piteous tragedy of sweetness and poignance. But there are artists who will see subtle but powerful symbols in the very simplicity of this narrative of sorrow. They will see Cheng Huan as a sort of Chinese Sir Galahad, the knight of the pure heart; and in Battling Burrows the visualization of brute materiality. And as in the case of all great works of art, there is doubtless more there than the artist himself knew.

INITIAL OFFERING

"BROKEN BLOSSOMS"

Adapted from a Story by Thomas Burke

Personally Produced by Mr. Griffith

Preceded by a Thematic Overture, with Characters Representative of the Play

THE CAST

The Girl	*Lillian Gish*
"Battling" Burrows	*Donald Crisp*
The Chinaman	*Richard Barthelmess*
Evil Eye	*Edward Peil*
A Prize Fighter	*Norman Selby*
The Spying One	*George Beranger*

The music includes original compositions by Louis F. Gottschalk and D. W. Griffith, and was adapted to the production by Mr. Gottschalk.

Patents pending on lights and effects used in this production.

THIS THEATRE, UNDER NORMAL CONDITIONS, WITH EVERY SEAT OCCUPIED, CAN BE EMPTIED IN LESS THAN THREE MINUTES. LOOK AROUND NOW, CHOOSE THE NEAREST EXIT TO YOUR SEAT, AND IN CASE OF DISTURBANCE OF ANY KIND, TO AVOID THE DANGERS OF PANIC, **WALK** (DO NOT RUN) TO THAT EXIT.

THOMAS J. DRENNAN, FIRE COMMISSIONER

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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KR NEWYORK MAY 13 1919 830P

MR D W GRIFFITH 1937

GEO COHAN THEATRE BROADWAY & 43 ST NEWYORKCITY

BEST WISHES FOR GREAT SUCCESS TONIGHT AND ALWAYS

MRS DE WOLF HOPPER

904PM

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

May 13, 1919.

My dear Mr. Griffith:-

As instructed by Messrs. McAdoo, Cotton & Franklin, upon receipt of your check for $15,000 from Hon. W. G. McAdoo which is hereby acknowledged, I enclose herewith Certificate No. 4 for 150 preferred shares, par value $100 per share, in the United Artists Corporation.

The corporation is now fully organized and doing business. We started to book Douglas Fairbanks' first picture for release the first week in September, and are having very gratifying results. Mr. Abrams is very busy seeing exhibitors who are coming in from all over the country and has booked Denver at $3000, Reading, Pa. at $1000, Youngstown, Ohio at $1000, Wilmington, Del. at $1000, Kansas City at $2500 and about to close Detroit at $4000.

These prices are increases over any previous booking of from 75% to 400%. Everybody is delighted with the start, and we all feel very much elated.

With kindest regards, I am

Cordially yours,

Oscar A Price

Mr. D. W. Griffith,
Knickerbocker Hotel,
New York City.

Please attach to Policy.

Subject to all other respects to the policy's conditions, agreements and limitations, the printed form attached to this policy is hereby amended to read, as follows, from date hereof:- 5/13/19.

Standard Film Form

D. W. GRIFFITH, AS IS NOW OR MAY HEREAFTER BE CONSTITUTED.

$4000. On negative film, completed and in course of completion, while contained in the concrete vault known as Vault #12 and also in the frame laboratory buildings located on premises leased by the insured and commonly known as the Triangle Studios, at #4500 Sunset Boulevard, (Hollywood,) Los Angeles, Cal.

It is specifically understood and agreed that the liability on the property covered hereunder while contained in the laboratory buildings shall be limited to 10% Per Cent of the total amount of Insurance covered by this policy.

In consideration of the reduced rate and (or) form under which this policy is written the following conditions are hereby made a part thereof:

First: The value of any negative, the positive or positives of which have not been issued for public exhibition or which have been issued for public exhibition for less than fifteen (15) days, shall not exceed the original cost of any such negative, and that,

Second: The value of any negative, the positive or positives of which have been issued for public exhibition for fifteen (15) days or more, shall not exceed the original cost of such negative, less the aggregate percentages of reduction of value stipulated herein for public exhibition, applying to the subject of insurance at time of fire, according to the following scale:

If positive has been publicly exhibited for not less than 15 days in the United States the reduction shall be.....60%

If positive has been publicly exhibited for not less than 15 days in England, the reduction shall be.....10%

If positive has been publicly exhibited for not less than 15 days in Canada, the reduction shall be..... 5%

Residual Value of the original cost shall not exceed 25%

and that,

TRADING WITH THE ENEMY CLAUSE ATTACHED.

Attached to Policy No. 2402201 of the North River

issued on the 5th. day of February 1919.

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

SUITE 518 METROPOLITAN BUILDING
LOS ANGELES, CAL.

PICO 326 HOME 60814

J. W. Kays Company, Inc.

By W. H. Campbell Agent

(For other provisions see reverse side of this Rider.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Third: The value of all COLORED positives shall be limited in case of loss or damage to the cost of replacement not exceeding 7 cents per lineal foot, and the value of all other positives shall be limited in case of loss or damage to the cost of replacement not exceeding 5 cents per lineal foot, and that,

Fourth: No negative, the subject of which has been censored and rejected by the National Board of Review, shall be covered by this policy after twenty (20) days from date of such rejection, unless within this period of twenty (20) days the approval of the National Board of Review is finally given, and that,

Fifth: "Public exhibition" as used in the first and second sections, shall be interpreted as being shown in any place or places to which an admission fee is charged, and that,

Sixth: When two or more negatives of a subject are made the value of each negative shall not exceed the cost of the production divided by the number of negatives thereof.

In consideration of the reduced rate at which, and the form under which this policy is written, it is expressly stipulated and made a condition of the contract that, in event of loss, this company shall be liable for no greater proportion thereof than the amount hereby insured bears to one hundred per cent. (100%) of the actual value of the property described herein at the time when such loss shall happen, nor for more than the proportion which this policy bears to the total insurance thereon.

Permission granted for other insurance, to work at all hours of the day or night, to erect additions and to make alterations and repairs, without notice or limit of time, to keep, use or sell on the premises such articles, materials, and supplies in such quantities as may pertain to the business of the assured without prejudice to this insurance, anything in the printed conditions of this policy to the contrary notwithstanding.

"LIGHTNING CLAUSE." This policy shall cover any direct loss or damage by lightning (meaning thereby the commonly accepted use of the term "lightning" and in no case to include loss or damage by cyclone, tornado or windstorm) not exceeding the sum insured nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy; provided, however, that if there shall be any other insurance on said property this company shall be liable only pro rata with such other insurance for any direct loss by lightning whether such other insurance be against direct loss by lightning or not.

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein, have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

D. W. Griffith 4500 Sunset Boulevard
Los Angeles Calif. Title of motion-picture photoplay:
All Set in the Great Struggle, starring Carol
Dempster & Elmer Clifton. Photoplay
by D. W. Griffith, of the United States
Five Reels. 5 Reels - 5.

Date of publication May 6, 1919. Copies received (2 copies) May 13, 1919.
Description received May 13, 1919. Entry: Class L, XXc., No. 13702

[SEAL]

Thorvald Solberg
Register of Copyrights.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO (Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway Exp. (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. (U. S. Customs port of exportation.) To ultimate foreign destination of goods Toronto Ont. (City.) Canada. (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. R A C	, DATE OF EXPIRATION		1, 191		
4 Wooden	#8.	Positive Motion Picture				
Boxes con-		Film - Dorothy Gish				
signed to		Production entitled				
Famous		"I'LL GET HIM YET."				
Players		4 - Prints				
Lasky Corp.		(5 reels per print)				
Royal Bank		Total 20 Reels		18340 ft.	$1513	
Bldg.						
Toronto,						
Canada.						

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Players Lasky Corp. of TORONTO ONTARIO CANADA. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Players-Lasky Corp. (Name.) Toronto, Ontario, Canada. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on May 13th, 1919

Geo. H. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

D. W. GRIFFITH STUDIO
(Signature) By E. C. Bidwell
(Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)
(Address) 4500 Sunset Blvd. Los Angeles, Cal.

1—448

INSTRUCTIONS.

Read carefully to avoid delay at shipping point.

(*a*) **This form must be prepared in quadruplicate for all merchandise shipped to a foreign destination except shipments in transit** through the United States from one foreign country to another and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form with the export license must be presented to the collector of customs at port of exit for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. If exported by rail or vehicle one copy of declaration will be returned to the carrier for delivery to consular offices most accessible to destination. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

(*b*) **Export license number and date of expiration must appear immediately above goods shipped thereunder.**

(*c*) The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

(*d*) If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. **Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver all copies to the carrier (in a sealed envelope if preferred) to accompany the goods or shipping papers to the port of exportation where they will be delivered to the collector of customs as prescribed above. If shipped on a local bill of lading, the declaration may be attached thereto or mailed separately to the consignee at the seaboard.

2. **Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by the required declarations, as clearance will not be granted until the export declarations have been filed with the collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. **Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifests (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. **The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary, or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the collector. The values and names of shippers may be omitted from the copy to be used on the dock, but must always appear on the original and the copies for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. **Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or in part in the United States must be stated in the column of "U. S. Products."

6. **Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. **The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. **Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. **The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. **The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. When no unit of quantity is required by export schedule B, see par. 13, as in case parts of machines, etc., the net weight must be stated. Domestic spirits exported must be stated in gallons of 50 per cent alcoholic strength.

11. **The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. **Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the collector for meat and meat-food products exported when required by the regulations of the Department of Agriculture.

13. **Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. **Sale and printing of blanks.**—Shippers' export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

To the Collector: I hereby authorize _____

address _____, to act as my agent for customs purposes in the exportation of the within-described goods. Please deliver the certified duplicate accordingly.

1—443

_____
Shipper.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

478 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. 5-13 1919.

Invoice of MOTION PICTURE FILM purchased

by Famous Players Lasky Corp. of Royal Bank Bldg. Toronto Ont. Canada

from c/o Price Waterhouse & Co. of 4500 Sunset Blvd. Los Angeles, Calif.

D. W. GRIFFITH STUDIO.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	Copies Motion Picture Film			
		Dorothy Gish Production			
		entitled "I'LL GET HIM YET"			
		4585 ft. per copy			
		Total Footage - 18340	.08 per ft.	.08	$1467.20
		War Footage Tax 1/4¢			45.85
					1513.05
		"GOODS MADE IN U.S.A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles Cal. this 13th day of May 1919

(Signature) Manager.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

This is a copy made from our attested copy, which we sent to Mr Stilson. See our letter to Stilson 5/26/19. STOV.

Subscribed + sworn to before me this
13th day of May 1919.
Geo. H. Schneider

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Original.

5/13/19

D. W. GRIFFITH

REPORT AND ACCOUNTS

* * *

DECEMBER 28 1918

Price, Waterhouse & Co.
TITLE INSURANCE BUILDING
LOS ANGELES, CALIF.

CABLE ADDRESS "PRICEWATER" LOS ANGELES.

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, ST. LOUIS, PITTSBURGH, MILWAUKEE, DETROIT, SAN FRANCISCO, LOS ANGELES, SEATTLE.

PRICE, WATERHOUSE & CO.

CERTIFIED PUBLIC ACCOUNTANTS (ILL.)

TITLE INSURANCE BUILDING.

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO, LONDON, PARIS, PETROGRAD, CAIRO, ALEXANDRIA.

LOS ANGELES, CAL. May 13 1919.

D. W. Griffith, Esq.,

Los Angeles, Calif.

Dear Sir:

In accordance with instructions received we have examined the books and records of your studio for the year ending December 28 1918 and have prepared therefrom the following attached exhibits:

Statement of assets and liabilities, as of December 28 1918	Exhibit I.
Statement of income and expenses for the year ending December 28 1918	" II.

In connection with these exhibits and our examination generally we have the following comments to offer:

GENERAL

The system of accounting at the studio, whereby separate sets of books are maintained for each production, is cumbersome and misleading, involving as it does arbitrary bookkeeping divisions of the bank account, accounts receivable, studio equipment, etc. A proper revision of the system should be made consolidating the various sets of books so that a statement of the financial position of the studio can readily be prepared and further that items of a general nature may be properly dealt with in the accounts without recourse to the arbitrary treatment at present followed.

While we are satisfied that the attached statements are substantially accurate we have not deemed it advisable to present detailed statements of the cost of the several productions or of the manufacturing operations because we could not feel satisfied as to the accuracy of segregation of the various items of expense.

Nothing is included in the attached accounts for the costs of production and other expenses in connection with the picture Al, "Hearts of the World", as we understand such expenditures were made on account of a joint venture with the Famous Players-Lasky Corporation and that the complete accounts of this venture are kept in New York. There are accordingly only included such amounts as had been remitted you to December 28 1918, representing your share of the profits from this picture.

STATEMENT OF ASSETS AND LIABILITIES

The charges to studio equipment which were supported by proper vouchers, are in order and a depreciation reserve at the rate of 33 1/3% per annum has been provided.

The raw film on hand is based on reports from the laboratory and is valued at cost.

The pictures in progress December 28 1918 were:

D 5	$55,724.76
C 4	745.93
	$56,470.69

The laboratory work in progress consists largely of prints of picture D 2 in course of manufacture.

The principal items included in the accounts receivable are:

A. L. McKelvey	$6,000.00
Harry I. Garson, sub-rental, etc.	3,916.66

The latter item was duly paid and the former will be liquidated by application of automobile rentals.

The cash in bank was verified by certificate from the depositary and the cash on hand by actual count.

So far as we could ascertain all liabilities of the studio at December 28 1918 had been taken up on the books as at that date, but nothing has been included for your personal income tax of $47,204.12 which arises almost wholly from your income from the studio.

INCOME ACCOUNT

It will be noted that we have included herein your income from royalties and as all but $50,000.00 thereof was received by you direct and deposited in your personal bank account we have treated the amounts so deposited as drawings. We have also taken up and credited your account with certain expenses paid by you from personal funds as follows:

Administration and general:		
J. A. Barry	$3,000.00	
George A. Siegmann	1,000.00	
Loss on chemical experimentation	3,601.17	$ 7,601.17
Loss on presentation of "Greatest Thing in Life" at Clunes Auditorium Theatre		12,537.31
G. W. Bitzer, royalties on "Hearts of the World"		5,278.52
		$25,417.00

The following is a reconciliation of the income as given in your income tax return with that shown by the studio accounts:

Income per studio accounts		$118,917.10
Add:		
Salary of D. W. Griffith, paid and deducted in arriving at studio net income		20,000.00
Interest on personal bank accounts		909.00
		$139,826.10
Deduct:		
Loss on Crandall Springs Water Company bonds	$16,000.00	
Loss on Western Aniline Products Company stock	1,000.00	
Interest paid on personal obligations	120.00	
Taxes on ranch property	271.55	
Wages paid for operation of ranch	3,600.00	20,991.55
Per income tax return		$118,834.55

* * * * *

In conclusion we wish to express our appreciation of the courtesies and facilities afforded our representatives during the course of the examination.

Yours very truly,

Price, Waterhouse & Co.

Exhibit I.

D. W. GRIFFITH

STATEMENT OF ASSETS AND LIABILITIES

OF THE D. W. GRIFFITH STUDIO,

AS OF DECEMBER 28 1918

A S S E T S

Studio equipment	$52,440.25	
Less: Reserve for depreciation	17,480.08	$ 34,960.17
Inventories:		
Raw film	$ 7,898.24	
Pictures in progress	56,470.69	
Laboratory work in progress	16,769.78	81,138.71
Accounts receivable		10,611.80
Cash in bank and on hand		44,324.86
		$171,035.54

L I A B I L I T I E S

Accounts payable:		
War footage tax	$ 4,371.56	
"Hearts of the World"	6,795.81	
Wark Producing Company	1,885.61	
Miscellaneous	25,069.92	$ 38,122.90
Advances on pictures and laboratory work in progress		21,164.80
D. W. Griffith - capital account:		
Cash advances	$ 54,115.87	
Expenses paid	25,417.00	
Net income for the year (exhibit II)	118,917.10	
	$198,449.97	
Less: Drawings	86,702.13	111,747.84
		$171,035.54

Exhibit II.

D. W. GRIFFITH

STATEMENT OF INCOME AND EXPENSES

OF THE D. W. GRIFFITH STUDIO

FOR THE YEAR ENDING DECEMBER 28 1918

Income:			
Royalties:			
"Hearts of the World"		$104,254.37	
"Birth of a Nation"		32,447.76	$136,702.13
Studio:			
Advances on pictures produced during year		$475,500.00	
Sales of positive prints and other laboratory income		97,827.18	
Sub-rental of portions of studio		3,235.81	576,562.99
			$713,265.12
Expenses:			
Studio:			
Production		$369,418.02	
Manufacturing and shipping		96,741.15	
Administration and general		68,702.73	
Taxes - local		2,309.11	
" war footage		10,407.91	
Insurance		3,619.01	
Depreciation, studio equipment		17,480.08	
		$568,678.01	
Other expenses:			
Donations	$ 7,854.18		
Loss on presentation of "Greatest Thing in Life" at Clunes Auditorium Theatre	12,537.31		
G. W. Bitzer, royalties on "Hearts of the World"	5,278.52	25,670.01	594,348.02
Net income for year			$118,917.10

May 14, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I have your letter of May 8th and you may be sure I will do my utmost to reply to your message more promptly in the future.

Mr. Ohrt replied to my letter of April 26th, copy of which I sent you, and, inasmuch as he did not answer the questions I asked him, I have written him again, although you say in your letter that you will take care of the matter. It will do no harm for Mr. Ohrt to realize that Mr. Griffith's western office must be provided with proper figures and not be compelled to send you over to go through his books to find figures for our records. In other words, Mr. Ohrt should give us details for everything he charges against Mr. Griffith. Of course, we have a record of what the Famous Players pay us here, but for what the Famous Players charge in against the picture in New York they should provide us with proper vouchers. I do not understand how they could make prints in New York, because the negatives are here.

Regarding these charges, I have received from time to time memo of advertising from time to time, which I construed to be merely apprising Mr. Griffith on what they themselves had expended for advertising in accordance with their contract, but that these memos were not charges against his profits.

I am unable to figure out what became of reports Nos. 72 and 73, because the copy of my letter to Mr. Banzhaf which I have here indicates that they were mailed to him in one envelope apparently about the time you were out here. I am having additional copies made up and will forward them tonight. However, these copies do not contain the payroll details. Will have these made up and forwarded later, rather than hold up the balance of the report.

Am enclosing herewith copy of the letter I have written Mr. Ohrt today, requesting that he furnish me proper detail figures for statements of his charges against Mr. Griffith.

Referring to the last paragraph of your letter regarding statements for the actual amounts of money we received from the Famous Players for the 75 prints only of each of the "D" series, beg to advise that this cannot possibly be anything except $17,500.00, which is the amount specified in the contract. Famous Players have ordered 79 or 80 copies of the picture, 75 of which, of course, are covered by the $17,500.00.

May 14, 1919.

The prints over and above 75 are charged at the invoice price of 3-3/4¢ per foot plus 1/2¢ per foot, footage tax. So they may try to tell you that we pay more for the additional prints sometimes than we do other times. This is not true. The terms of the contract are always adhered to and any difference is because they have ordered extra prints which should not be charged against Mr. Griffith in the division of profits.

Yours very truly,

EDB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 14, 1919.

Mr. J. B. Ohrt, Comptroller,
Famous Players-Lasky Corp.,
485 Fifth Ave.,
New York, NY.

Dear Sir:

I have your letter of May 5th, in which you attempt to explain how you arrive at the amount of your check No. 4243 amounting to $21,688.89, the same being amount due us on our guarantee for "The Great Love".

I notice your letter tells the method in which you arrive at the figure but you do not give us the details of the amount $150,245.74. You have included in this item amounts which we do not have on our records, and, consequently, we are unable to reconcile your statements with ours. The only thing that we have charged against the picture are the amounts that the Famous Players-Lasky Corporation pay us here in Los Angeles, and there is no combination of these amounts which brings the total that you show. Please give us these details, and oblige

Yours very sincerely,

D. W. GRIFFITH STUDIO

Manager.

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 14, 1919.

Mc Connell & Irvine,
835 Security Bldg.,
510 South Spring St.,
Los Angeles, Calif.

Gentlemen:

During March we sent you in error two $85.00 remittances, instead of the usual one.

This fact sets the date to which the rent of the big lot is paid ahead one month so that our last payment (that of May 9th 1919) pays for from June 14th to July 14th, instead of from May 14th to June 14th.

This being the case, and in order to get back to the normal basis, we will omit the June payment. Please advise us whether or not this coincides with your records and oblige,

Very truly yours,

D. W. GRIFFITH STUDIO

A A Beach

Asst. Bookkeeper.

AAB/BB

Phone 1-2-80
5/26/19 They phoned & said this arrangement OK & satisfactory to them. AAB

2/

5-14-1919

1.

McConnell & Irine
Security Bldg. 510 S Spring St.
City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM ARCHIVE

Gentlemen:

During [illegible] we sent you mirror & two $85.00 remittances instead of the usual one.

This fact sets the date to which the rent of the big lot is paid, ahead one month so that our last payment (that of May 9 1919) pays for from June 14 to July 14 instead of from May 14 to June 14.

This being the case and in order to get back to the normal basis, we will omit the June payment.

Please advise us whether or not this coincides with your records and oblige

very truly yours
D. W. Griffith Studio.

OVER.

		Read		Should have read		
Vchr	Date	From	To	From	To	
7674	3/8	3/14	4/14	3/14	4/14	OK
7843	3/15	"	"	4/14	5/14	
8612	4/12	4/14	5/14	5/14	6/14	
9228	5/10					

LAW OFFICES OF
ARTHUR WRIGHT
208-209-210 CURRIER BUILDING
LOS ANGELES, CAL.

May 14th, 1919.

Mr. D. W. Griffith,
Griffith Productions,
Longacre Building,
New York City, N.Y.

My dear Mr. Griffith:-

During the pleasant little chat that I was priviledged to have with you just prior to your departure for New York City, we discussed my hoped for employment as attorney and western representative of the United Artists Corporation. I already represent in California yourself and Mr. Charles Chaplin. You were very kind to me and stated that you would do all that you could for me in this connection, and that I should remind you by letter.

As I stated to you then, I feel that some of the others have had a great deal to say in this organization, and that you should be entitled to some "patronage" on your own account. What I am very anxious to have you do, if you are willing to, is that you should request my employment as western representative and attorney for the corporation as a compliment to yourself. This is asking a great deal of you, but you encouraged me so in our little talk the other day that I am now bold enough to suggest it, and to remark that you are entitled to something yourself when the "employment plums" are being handed about.

I do not believe that there will be any opposition from any one except possibly Mr. O'Brian. You may assure Mr. O'Brian, should he object, that I will not in any way infringe upon him, nor will I ever endeavor in the slightest way to displace him or poach upon his preserves. As you know, I have represented clients in the motion picture industry in California for many years, whose chief counsels and

attorneys were in New York City, and I have not at any time tried to "steal" away their clients, but have always kept my place as local or western representative and attorney. No complaint has ever been made against me of this kind. Of course, I do not know that Mr. O'Brian will object, my thought is that if there is any objection at all it will come from that source.

Anything you can do for me will be very gratefully received. I think you will find that Mr. Cotton of Mr. McAdoo's office will be very friendly to me, and I do not see why either Miss Pickford or Mr. Douglas Fairbanks should not be my friend in the matter, and I know that Mr. Sydney Chaplin, Charles Chaplin's representative, who is now in New York City, will be glad to do anything he can for me.

Assuring you of my highest esteem, I am, with very kindest regards,

Sincerely yours,

Arthur Wright.

AW:D.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

5/14/19

Wednesday

57 WEST 58TH STREET

Dear Mr. Griffith -
Last night marked
an epoch - i.e. the
birth of the motion
pictures as an art!
Your picture is
an epic - it has
very soul of beauty -
it is like a Velasquez
one moment - with
all life's vibrancy and
fire - and the well-

57 WEST 58TH STREET

a Michael Angelo in its celestial purity and spirituality — the power of your imagination is a thing to marvel at — But alas my words are but poor things to express my appreciation for the most wonderful evening

3

57 WEST 58TH STREET

in had in a theatre
in years — you have
accomplished the
impossible! — you have
put Burlin on
time house on the
screen! — you will
create many more
lovely things — but
"Broken Blossoms" will
be your monument!
Florence Reed.

5/14/19

The La Salle hotel
60th St & Park Av
New York City

Dear Mr Griffith

I felt I must write to you this morning to try and express to you my great and absolutely perfect enjoyment that I experienced in seeing your " Broken Blossoms " last night ! So great was it that I want to say that nothing in the world could ever give me greater happiness than to work someday if you ever wanted me to under your direction !

Yours very truly

Guy Lemonde

I am just off to England (June 16 departure).

I suppose there is no way in which I can be of service to you over there or elsewhere?

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 15th 1919.

Mr. J. B. Orth,
Controller, Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Sir:

Will you kindly hereafter mail all weekly profit checks due to Mr. Griffith on account of the Program pictures or on account of "Hearts of the World" to Mr. J. C. Epping, of the "Hearts of the World" office, 1476 Broadway, New York City, so that he may inspect the same before delivering any to Mr. Griffith.

This has nothing to do with the weekly expense check which is sent to the Griffith Studio on account of production cost of Program pictures and they should be forwarded of course to the Studio.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 15, 1919.

Mr. Fulton Brylawski,
Jenifer Bldg.,
Washington, D. C.

Dear Sir:

We are enclosing herewith a synopsis of Mr. Griffith's latest picture: "Broken Blossoms", which we desire to have copyrighted in the name of D. W. Griffith.

This picture received its first presentation to the public at Santa Ana, California on March 31st 1919.

We are also sending you two positive copies of the picture, which, after having served their purpose, please forward to Mr. Griffith's personal representative, Mr. A. L. Grey, 720 Longacre Bldg., New York. You may send the bill for your services to Famous Players-Lasky Corporation, 485 5th Ave., New York, as you have done in the case of Mr. Griffith's other pictures.

Very Sincerely,

D. W. GRIFFITH STUDIO

Manager

ECB/BB

May 15, 1919.

Mr. John C. Flinn,
Director of Publicity,
c/o Famous Players Lasky Corp.,
485 Fifth Ave.,
New York City.

Dear Sir:

The attached copy of letter was sent to all the exchanges regarding the musical suggestions for "TRUE HEART SUSIE" and is self explanatory.

We have 750 copies of these suggestions printed -- have distributed five hundred and are forwarding the balance to you.

Possibly you may require additional copies - and if so you can have them printed in New York.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

RECEIPT FOR REGISTERED ARTICLE

Registered at the Post Office Indicated in Postmark.

Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry.

POSTMASTER,

Form 3806. Per

No. 64464

Class Postage

MAY 16 1919

Postmark clearly, Postmaster, State Office.

05—6852

May 16, 1919.

Commissioner of Internal Revenue,
U. S. Internal Revenue Service,
Washington, D. C.

Dear Sir:

Enclosed please find form #1096, supported by 76 forms #1099 same being a statement of salaries of $1000.00 or more, paid by the D. W. Griffith Studio during 1918.

We are also attaching tabulation showing the tabulation for the ready reference of these latter forms. There were some instances where employees have left our organization where it will be impossible to state whether or not they were unmarried or had a family, but in each case we endeavored to give the true situation as best we could; possibly there may be one or two instances in which the wrong information was given, but if so, it was not the intention.

Yours very truly,

D. W. GRIFFITH STUDIO

Manager

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH STUDIO

4500 Sunset Blvd.

Los Angeles California

Seventy six 316 739 48

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Statement of Salaries $1000.00 or more. paid during 1918.

Name	Address	Married Single	Head of Family	Amount.
Altschuler Joseph	1328 New Hampshire St.	Married	Yes	$10,400.00
Baker C.B.	203 East 29th St.	Married	Yes	2,493.67
Berthelmess Richard	L.A.Athletic Club	Single	Yes	5,800.00
Banzhaf A. H. T.	#2 Rector St. N.Y.	Married	Yes	26,000.00
Beach A.A.	2103 West 28th St.	Married	Yes	1,308.00
Bidwell E. C.	1275 Lyman Place	Married	Yes	2,184.00
Bush C.G.	336 So.Flower St.	Married	No	1,232.50
Bitzer G.W.	1834 Canyon Drive	Married	Yes	18,278.50
Bitzer L. C.	4407 Camero St.	Single	No	1,230.00
Bornstein A.	407 North Chicago St.	Single	?	1,406.13
Bockoven C. M.	702 West 3d St.	Married	?	1,363.18
Brown Karl	4511 Melbourne Ave.	Single	No	3,470.00
Browne Ira E.	1427 Edgemont Ave.	Married	Yes	2,528.20
Kate Bruce	420 West 2d St.	Single	No	1,980.00
Clifton Elmer	4424 Sunset Drive	Married	Yes	8,100.00
Crisp Donald	Care of-Lasy Studio	Married	Yes	2,000.00
Crowell Josephine	4468 Leavitt St.	Single	No	1,350.00
Dewar James	724-1/2 East 28th St.	Married	Yes	2,735.20
Donahue W. H.	?	Single	No	1,903.28
Danashew A.	1176 No.Normandie Ave.	Married	Yes	1,648.79
Ferguson A.	?	Married	Yes	1,036.75
Fawcett George	6912 Sunset Blvd.	Married	Yes	10,500.00
Fernandez A.	6683 Franklin Circle	Married	Yes	1,281.00
Fox H. J.	1723 -1/2 Ocean View A.	Married	Yes	1,815.95
Glunt D. L.	4360 Cameron St.	Married	Yes	1,048.99
Gottschalk L. F.	933 Fedora St.	Married	Yes	1,479.15
Grassby Bertram	1632 Vista St.	Married	Yes	1,600.00
Gish Dorothy Miss	616 South Serrano St.	Single	No	20,850.00
Gish Lillian Miss	616 South Serrano St.	Single	No	78,000.00
Greenburg P.	1309 No.Virgil Ave.	Married	Yes	1,186.75
Hamberg A. P.	720 Longacre Bldg.N.Y.	Single	No	1,212,50
Handy W. E.	1235 Vista St.	?	?	1,396.83
Isnow D.	1752-1/2 Vermont Ave.	Single	?	1,315.00
Jones May A.Mrs	4418 Prospect Ave.	Married	Yes	2,080.00
Keefe W. E.c/oChas.	Stancill-Dept.Commerce Washington D.C.	Married	Yes	2,315.00
Kershaw Stanley	4203-1/2 So.Flower St.	Single	No	1,318.20
Koster Sidney	2719 Sunset Blvd	Married	Yes	2,219.81
Lane R. L.	4269 South Van Ness Ave	?	?	1,022.26
Leonard A. D.	1118 Madison Ave.	No	Yes	1,121.17
Leasure A.	1055 West 52d. St.	Married	Yes	2,534.07
Lestina Adolph	1752-1/2 No.VermontAve.	Single	?	1,050.00
Lloyd Jack	1600 Golden Gate Ave.	Married	Yes	1,360.00
Lopez Elsa	Select Picture Corp. c/o Norma Talmadge Co.N.Y.	Married	No	1,760.00

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Name	Address	Married Single	Head of family	Amount
McKelvey A. L.	1714 West 25th St.	Married	Yes	$7,275.00
Morra Irene Miss	1643 Edgecliffe Drive	Single	Yes	1,511.82
Muth Chas.	3512-1/2 Central Ave.	Married	Yes	3,000.00
Ray Ben	4600 Kingswell Ave.	Single	No	1,521.75
Reid A. D. W.	4556 Fountain Ave.	Married	Yes	2,201.39
Ruggles Levy	Lankershim, Calif	Married	Yes	1,127.20
Richtor Millie	4500 Sunset Blvd	Single	Yes	1,210.00
Rice S. W.	4500 Sunset Blvd	Married	Yes	1,011.00
Rikkleman Jno.	620 Temple St.	Single	No	1,660.00
Smith Jas. E.	4457 Kingswell Ave.	Married	No	3,825.00
Smith Rose	4457 Kingswell Ave.	Married	No	2,100.00
Siebert Mike	4450-1/2 Sunset Blvd	Single	No	1,260.00
Shockey C.	4862 Sunset Blvd	Married	Yes	1,760.44
Siegmann Geo.	5112 Hollywood Blvd.	Married	Yes	7,200.00
Skowronski Max	1708 East 24th St.	Single	Yes	1,766.52
Smith Geo.M.	1805 Middleton Place	Single	Yes	1,920.72
M.M.Stearns	1844 No.Winona St.	Married	Yes	1,105.00
Schuler John A.	4520 Fountain Ave	Married	Yes	1,979.18
Schwartz S.	251 No.Grande Ave.	?	Yes	1,307.31
Smith A. T.	6132 Romaine Ave.	Married	Yes	1,512.12
Stringer Jos.	1648 Cortez St.	Marries	Yes	1,367.38
Smith Leigh R.	4484 Leavitt St.	Married	Yes	1,726.30
Toney J. R.	4601 Franklin Ave	Married	Yes	3,644.00
Taylor S. E. V.	244 So.Olive St.	Married	Yes	10,400.00
Thoren Chas.	4490 Leavitt St.	Married	Yes	1,119.00
Thompson T. D.	1612 Maple Ave	Married	Yes	2,498.15
Toncray Kate	5408 Hollywood Blvd.	Single	?	1,520.00
Walthall Henry	1710 West 6th St.	Married	Yes	5,000.00
Whipps Ida	4633 Melbourne St.	Married	No	1,116.14
Wiener John	1330 Fleming St.	Married	Yes	1,220.85
Winselman A.	820 So.Spring St.	Single	No	1,282.63
Wright Arthur	Currier Bldg.	Married	Yes	1,500.00
Wiener Agnes	1330 Fleming St.	Single	No	1,175.70

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Commissioner of Internal Revenue

(Signature or name of addressee.)

J. M. Kingsbury

(Signature of addressee's agent.)

Date of delivery, May 22 1919, *191*

Form 3811

08—3116

Post Office Department
OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 64464

INSURED PARCEL

No. _____

WASHINGTON MAY 23 7 30 PM 1919 6 D.C.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300.

POSTMARK OF DELIVERING OFFICE

76223

AND DATE OF DELIVERY

Return to D W Griffith's Studio
(NAME OF SENDER)

Street and Number, or Post Office Box, } 4500 Sunset Blvd

Post Office at LOS ANGELES, CAL

State _____

© S—6116

RECEIPT FOR REGISTERED ARTICLE

No. 64463

Registered at the Post Office Indicated in Postmark

Class postage

RETURN RECEIPT REQUESTED

Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry.

POSTMASTER,

Form 3806. Per

U.S. POSTAGE REGISTERED MAY 16 1919 LOS ANGELES CAL.

F-4 CORPORATION.

4500 Sunset Bd
L.A. Cal.

May 16, 1919.

Commissioner of Internal Revenue,
U. S. Internal Revenue Service,
Washington, D. C.

Dear Sir:

Enclosed please find form #1096, supported by three forms #1099, being the report of salaries paid by the F-4 Corporation amounting to $1000.00 or over, during the year 1918.

Very Sincerely Yours,

Manager for
F-4 Corporation.

ECB/BB

D. W. GRIFFITH COLLECTION
MOVING MODERN ART FILM LIBRARY

F-4 CORPORATION

4500 Sunset Blvd.

Los Angeles, California.

three

10 850 00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Bay

F - 4 Corporation.

4500 Sunset Blvd.

Statement of Salaries $1,000.00 or over, paid during 1918.

Name	Address	Married Single	Head of family	Amount
Gish Dorothy Miss	616 South Serrano St.	Single	No	$3,150.00
Fawcett George	6912 Sunset Blvd.	Married	Yes	2,000.00
Withey Chet	Famous Players, N.Y.	Married	Yes	5,700.00

NEW CENTURY COLLECTION
MOD MODERN ART FILM LIBRARY

Post Office Department

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300.

REGISTERED ARTICLE

No. 64463

INSURED PARCEL

No. _____

WASHINGTON D.C. MAY 23 7 30-M 1919

POSTMARK OF DELIVERING OFFICE AND DATE OF DELIVERY

Return to F-4 Corp.
(NAME OF SENDER)

Street and Number, or Post Office Box, 4500 Sunset Blvd

Post Office at LOS ANGELES, CAL

State _____

O S—5116

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Commissioner of Internal Revenue

(Signature or name of addressee.)

J. M. Kingsbury

(Signature of addressee's agent.)

Date of delivery, May 22 1919, *191*

Form 3811

65—6116

HOLLYWOOD 2800

Mr. Zaft

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

May 16, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

For your information I am handing you herewith copy of tabulation showing the salaries which we paid in 1918, amounting to $1000.00 or more. This tabulation is compiled from form #1099 and a copy has been submitted to the Commissioner of Internal Revenue.

You will notice that the F-4 statement covers only three names. These three were the only ones who received $1000.00 or more for a whole year. Some of the employees received $900.00 but my understanding is that it is not necessary to render statements in such cases. However, I believe in nearly every instance the employees who worked for the F-4 and D. W. Griffith Studio included both amounts in making out their income tax returns.

Yours very truly,

E C Bedwell

ECB/BB

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 76

e451ch 1b 451p 50 blue

HY Losangeles may 17 19

DELIVERED FROM
20 BROAD ST., N.Y.
TEL. 1278 RECTOR

951

Mark

A H P Banzshaff

two Rector st NYC

Still holding copy mother and the law and baby lon for lesser and can ship any time what price shall I charge stop have you succeeded in inducing famous players to pay for your european negatives griffith artcraft picture they now owe us for two negatives have two more ready very soon

E C Bidwell

May 17, 1919.

EXPORT DEPARTMENT

Famous Players Lasky Corporation
485 Fifth Avenue,
New York, N. Y.

Gentlemen:

We are shipping you today negative and a positive copy of the Dorothy Gish picture "PEPPY POLLY" to be shipped by you to England.

Attached please find details of the negative for the information of the laboratory in England. You will notice that the total length of the negative is 4403 1/2 ft.

Yours Very Truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

Peppy Polly Negative
For London Reg 14902
Memo Feb 13.

Roll	Color	Leader	Scenes	Length	Leader	Dupe
1	Amber	2 ft	1	169 ft	2 ft	
2.		2 ft	2	169 ft	2 ft	2 ft
3 (1)		2 ft	3	198 ft	2 ft	40½ ft
4		2 ft	4	185 ft	2 ft	22½ ft
5		2 ft	5	170½ ft	2 ft	38 ft
6		2 ft	6	36 ft	2 ft	3 ft
7	Amber	2 ft	1-3	179½ ft	2 ft	
8	Blue	2 ft	2	27½ ft	2 ft	
9	Amber	2 ft	4	212 ft	2 ft	21½ ft
10 (2)		2 ft	5	190 ft	2 ft	5 ft
11		2 ft	6	188 ft	2 ft	10½ ft
12		2 ft	7	162½ ft	2 ft	11½ ft
13		2 ft	8	25 ft	2 ft	
14	Amber	1½ ft	1	154	2 "	
15	"	2 ft	2	196	2	95
16	"	2	3	194	2	24
17	"	2	4-6	193	2	
18 (3)	2 toned Pk.	2	5	16	2	
19	Amber	2	7	61	2	20
20		2	1	176	2	
21		2	2	164	2	2½
22 (4)		2	3	196	2	28
23		2	4	186½	2	22
24		1½	5	95	2	26½
25		2½	1	172½	2	53½
26 (5)		1½	2	191	2	20½
27		2	3	126½	2	37
28		2	4	188½	2	45½
29		2	5	131½	2	

DETAILS OF LENGTH AND ARRANGEMENT

OF ROLLS OF FOREIGN NEGATIVE OF

THE DOROTHY GISH PRODUCTION entitled

PEPPY POLLY.

Reel	Roll No.	Color	Scenes	Negative Length	Front end Leader	End Leader
1	1	Amber	1	169	2	2
	2	"	2	169	2	2
	3	"	3	198	2	2
	4	"	4	185	2	2
	5	"	5	170 1-2	2	2
	6	"	6	36	2	2
2.	7	Amber	1-3	179 1/2	2	2
	8	Blue	2	27 1/2	2	2
	9	Amber	4	212	2	2
	10	"	5	190	2	2
	11	"	6	188	2	2
	12	"	7	182 1/2	2	2
	13	"	8	25	2	2
3.	14	Amber	1	154	1	2
	15	"	2	196	2	2
	16	"	3	194	2	2
	17	"	4-6	193	2	2
	18	Two toned Pink	5	16	2	2
	19	Amber	7	61	2	2
4.	20	Amber	1	176	2	2
	21	"	2	164	2	2
	22	"	3	196	2	2
	23	"	4	186 1/2	2	2
	24	"	5	95	1 1/2	2
5.	25	Amber	1	172 1/2	2 1/2	2
	26	"	2	191	1 1/2	2
	27	"	3	176 1/2	2	2
	28	"	4	188 1/2	2	2
	29	"	5	131 1/2	2	2
				4403 1/2	56 1/2	58

Statement for week ending

PUSEY PRESS, 136 WEST 42ND STREET, NEW YORK
STOCK FORM

Pusey Press
136 West 42nd Street, New York
Treasurer's Weekly Statements, Pads of 50, $1.50
" " " Books of 50, 2.00
(Copyright 1913 by Pusey Press)

Treasurer's Statement for the week ending T
Brok

DATE		TIME	TOWN	THEATRE	WEATHER	GROSS	%	NET	TOTAL
			Balance on hand from last week						
		Sun. Mat.							
		Sun. Eve.							
		Mon. Mat.							
		Mon. Eve.							
		Tues. Mat.							
May	13	Tues. Eve.	N. Y. C	Cohan		137 50			
	14	Wed. Mat.	"	"		212 25			
		Wed. Eve.	"	"		750			
	15	Thurs. Mat.	"	"		301			
		Thurs. Eve.	"	"		924			
	16	Fri. Mat.	"	"		320			
		Fri. Eve.	"	"		972			
	17	Sat. Mat.	"	"		704			
		Sat. Eve.	"	"		1060			
						5380 75			

SALARIES

Cash advanced

5/8	Check from Epping	1000
5/10	"	2000
5/15	"	1000
5/18	"	2000
		6000

To cash advanced 6000
To Box office receipts 5380 75
11380 75

PROFITS ON THE WEEK

Receipts		
Less Expense		
Net Profit		

LOSS ON THE WEEK

Expenses	20593	88
Less Receipts	5380	75
Net Loss	15213	13

Previous Profits		
Current Week		
Profits to Date		

Previous Loss		
Current Week		
Loss to Date		

May 17th 1919

Golden Blossoms

DATE	DISBURSEMENTS	VOUCHER NO.	
	R. R. Fares from to		
	R. R. " " to		
	R. R. " " to		
	R. R. " " to		
	R. R. " " to		
	R. R. " " to		
	R. R. " " to		2000
	~~Baggage Excess,~~ Rental of Theatre		617248
	Salaries, 2 weeks		
	Printing, Miner Litho		83062
	" Billposting		899.20
	" Picture		6412
	"		
	Agent's Expense Account,		
	~~Royalty,~~ Copying music		27908
	Baggage Transfer,		
	Scenery Transfer,		14
	Extra Advertising, Mullen & Co		725434
	~~Supers and Ballet,~~ Costumes		20764
	Carpenter's Account, Stage		62986
	Props,		
	Telegram and Postage,		
	~~Freight,~~ Globe Ticket Co		9291
	~~Express,~~ P		537
	~~Calcimns,~~ Rehearsal Hall		52
	Incidentals, Theatre decorations		589.82
	" Expenses		140244
	" Home office expense		2040000
	"		2059388
	"		
	"		
	"		
	"		
	Balance cash on hand		

May 19th 1919

Messrs. Mark Producing Corp.

Dear Sirs

Will you please deliver to Messrs Massce & Co at Lloyds Film Storage a/c Master Productions Ltd three complete fully titled, toned & tinted copies of the film "Intolerance" at your earliest convenience.

The price to be £90 (ninety pounds) each in New York

Yours faithfully
Master Productions Ltd.
Cecil R. Snaper
Mgr.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Date 5/20/19 No. 5610

Work Producing

By

Received from **Lloyds Film Storage Corp.**

345 West 40th Street, New York

Telephone Bryant 5600

Following containers in good order:

3 cases film "Intolerance"
and [illegible] Prod

Signed [illegible]

N.-J. FORM 34-7-18-50M SEN.

THE CORPORATION TRUST COMPANY

15 EXCHANGE PLACE

JERSEY CITY, N. J.

The Corporation Trust Company System
ORGANIZED 1892
15 EXCHANGE PLACE, JERSEY CITY, N. J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS ALBANY WILMINGTON
WASHINGTON, D. C. PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY

(DUPLICATE 6/2/19)

D. W. G. Corporation (D-2066)

May 1st,1919.

ANNUAL FEE MAINTENANCE REGISTERED OFFICE to May 19th,1920	$ 50	00
FEE AS TRANSFER AGENT to		
FEE ENTERING TRANSFERS to		
FEE AS REGISTRAR to		

DISBURSEMENTS

PAID
JUN 28 1919
The Corporation Trust Company

(ALL CHARGES PAYABLE IN ADVANCE)

N

May 20, 1919.

D.W. Griffith Studio;
Los Angeles, Calif.

Dear Mr. Bidwell:

In searching thru the current magazine productions, I have run across a subject which would be very suitable for screen adaptation, especially by Mr. Griffith as it is a subject which he is throughly familiar with. This subject is voodooism, witchcraft and superstition of the negros. Belief in this and the practice of it is still alive here in the United States. Everyone has heard of voodooism, but few people really understand anything about it. All negros have an implicit faith in voodoos and a fear of them so great that it is practically impossible to secure from them any information of the secrets and practices of voodooism. This fact makes it possible for a man to secure absolute control of the negros of a certain section and use them for unlimited evil influence. A story could be weaved around the struggle between such a renegade and the strong men of the community.

If you care to pursue this subject further, let me know and I will do further investigation.

Yours truly,
Willard Griffith

NEW YORK LIFE INSURANCE COMPANY
51 MADISON AVENUE, NEW YORK, N. Y.

GEO. "COXEY" PHONE: 5000 CALEDONIA

Dear Mr Griffith
I have forget my Friends
have a lot more but when
Run into them you will
Surely Receive the Best

Coxey

GRIFFITH—THE GREATEST OF THEM ALL

BY MARK VANCE

Small Beginnings of the Screen's Biggest Figure—Prominent Stars and Producers Who Were Schooled by D. W.—A Natural Revolutionary and Some of the Results of His Genius

DAVID Wark Griffith! What a name to conjure with! Beyond all doubt the biggest name in filmdom and one that for all time to come, where the motion picture industry is discussed, will release a floodgate of memories.

Griffith is the man who accomplished many things and accomplished them well. Not only will he receive unquestionable credit for having made the biggest picture of modern or any other times in "The Birth of a Nation," but he will also be recognized by historians as the man who established the film as a $2.00 admission proposition, able to offer amusement "opposition" to the biggest of the legitimate shows.

Greatness That Will Live

Griffith has achieved a greatness that is not only his today to enjoy, but is bound to live long into future ages when he has "shuffled off this mortal coil." Many great men who have done things worth while in art, literature and science have had their works improved upon in some way, or embellished by others so that to a certain extent the edge has been taken off of the achievement of the original. But not so with Griffith. He not only is the unquestionable pioneer of the multiple-reeled films, but is today the foremost living picture producer of the age.

While "The Birth of a Nation" is generally regarded as his most noteworthy accomplishment, he has turned out other elaborate subjects that have added to his greatness as the biggest picture producer in the business. He demonstrated wherein his producing genius lay, not only with "The Birth of Nation," but with such film spectacles as "Intolerance" and "Hearts of the World," to say nothing of his most recent work, "Broken Blossoms" now being shown at the Cohan Theater, under what is termed the Griffith Repertory Plan.

Born in Kentucky

David Wark Griffith is just thirty-nine years of age. He first saw the light of day in the little town of La-Grange, Ky., which is near Louisville. This proximity enabled him to trip up there infrequently to obtain "insides" on "big city life."

His father was Jacob W. Griffith, who later became a brigadier-general in the Confederate army. D. W.'s father enlisted as a private and won his spurs on the battlefield, and it is recalled that in the Griffith brigade was the father of Irvin Cobb, the well-known American story-writer and humorist. Griffith senior was dubbed "Roaring Jake," this appellation coming from the stentorian tones that he used. His deep voice could be heard a mile away when giving army commands. D. W. has his father's voice, his vocal prowess lying in the main in a strong, lusty pair of "pipes." In the years when Griffith was directing films, that resonant voice stood him in good stead.

A Fiend for Reading

David Wark Griffith attended local schools and obtained as much schooling as he could in Louisville during his younger days. One thing was manifestly certain and that was he was a fiend for reading, absorbing anything that he could get his hands on and not caring a bit whether he ate or slept as long as there was another chapter of his story or book at hand.

According to the Fates that had Griffith's life in hand, it chanced that the possession of a lonely quarter, garnered through doing chores in his native town, enabled him to see a good show in Louisville after he had landed in the latter town. The show was a serious one with the star none other than Richard Mansfield.

Decides to Become an Actor

He sat in the gallery. Nothing escaped him, and that night he had solemnly sworn to become an actor. No, dear reader, the boy did not run away from home as it might be surmised from the decision to become a stage star. He arranged with his father to quit the old place and try the field that was rich enough to help him attain his hearing.

He was not the only child in the family. There were two brothers and two sisters, but D. W. was the only one to become actively engaged in the theatrical profession, although later his brother, Albert, known commercially as Albert W. Gray, became associated with the management of the New York Griffith offices when the big Griffith pictures were produced.

Lands in New York

D. W. joined a traveling company and the first thing he knew he landed with all fours upon New York. He thought it was the heart of New York, but it was Brooklyn, and the young man was there for two days before he discovered where the real Broadway was located. He now laughingly relates his initial Brooklyn experience, and also recalls his first connection with the traveling company which had a manager that seemed born with an ungodly desire to dig up the remotest and obscurest towns on the map on his wildcatting booking layout. Among his first legitimate engagements as an actor was one with James K. Hackett's company, although he was affiliated with other acting organizations later.

Griffith as a Playwright

Griffith had a bug for writing plays at that time. His first subjects dealt with sex plays which seemed to be ahead of the times judging from the experiences which befell them when they were produced. One entitled, "The Fool and the Girl," was produced by Hackett, while another was put on by Klaw & Erlanger. For several years he alternated between writing plays and acting, making New York his permanent headquarters.

While still reading everything that his hands touched or his eyes saw, he learned of the picture activities of the old Biograph Film Company down on 14th Street, then the home of the general offices and where the first studio of the Bio was established.

Enters the Film Game

D. W. decided to enter the film game. He went to the Biograph with scenarios when told that the Bio was on the market for scenarios. The placement of several subjects resulted in his permanent connection, first with the scenario department, then the acting section, taking up direction when the first opportunity came his way to handle the Biograph company when working at the studio.

It is recalled that in the old Bio days Wallace McCutcheon's father was there and Mr. Kennedy was one of the "brains" behind the general output. Those days the camera man was the big noise around the studio; his word was law in fact, and he really did most of the directing.

Pickford and Sennett

It was Griffith who made it possible for the little Mary Smith of Brooklyn to become the Mary Pickford of the films. When working for the Bio, Little Mary received the magnificent sum of $25 a week, with Griffith having the fight of his life to convince the directors that she was deserving of a ten dollar raise. Mary Pickford's subsequent rise to a weekly stipend that would wreck several banks, needs no repeating at this juncture.

Then there was Mack Sennett. He turned up at the Biograph one day, and told Griffith that his stage experience rested with his days as a chorus man. Sennett was a blond, young Irishman and his first screen assignment was that of a waiter. In turn, his rise was rapid, and his career and subsequent earnings as a comedian and then director and producer reads like one of the fairy stories of grandmother's days. It was Griffith who started Miss Pickford, and it was the same D. W. who gave Sennett his start in film life. Then there are Lillian Gish and Dorothy Gish and Norma Talmadge and Constance Talmadge and Blanche Sweet and Robert Harron and Douglas Fairbanks and Wallace Reid and a host of other famous picture stars too numerous to mention, who owe their celluloid prominence and popularity to Griffith.

Many Well Known Directors

And he has enabled a large number of young men not only to obtain recognition and prominence as actors in the cinema world, but he has made it possible for former co-workers and assistant directors to reach a niche whereby today they command fabulous amounts for directing pictures. This list includes such familiar names as Allan Dwan, Marshal Neilan, Raoul Walsh, Chet Withey, Christy Cabanne, James Kirkwood, Del Henderson, George Seigmann, Elmer Clifton, etc. Griffith invented so many popular phases and uses of the camera that at least 75 per cent. of the innovations in picture making must be credited to his creative mind.

The First "Close Up"

There's the "close up." It was Billy Bitzer, the camera expert, who has been with D. W. since the early days of the Bio, and who is now at his right elbow and left hand with his expert ability, who thought Griffith was plumb daft when D. W. requested him to take some close-up pictures. Billy took them, and when they were first seen by D. W., he exclaimed, "The very thing I want!" In a little obscure New York picture house, then known as the "dump," the first "close up" was screened. The audience yelled, and shouted "where are the legs?" when the head as large as a mountain came right up to their very eyebrows so as to speak. But it was a great novelty, and its success was certain from that moment on.

Then there is the "long shot." That is Griffith's. A chap named Marvin was handling the camera. It was at Fort Lee, and Griffith decided that a view of the countryside at long range was necessary. Marvin backed out on the proposition, saying that it was a waste of film and time. Another man took the camera, and from that time on the "long shot" became a vital factor in the general manufacture of pictures.

Other Innovations

Griffith made it possible for the introduction of ideas that resulted in suspense being inducted into the running of pictures by using what was styled the "cut back." And then there was the "fade-away," and other things so identified with camera work that you have only to add Griffith's name when mentioning what phase they cover of studio work.

Then there's the one-reeler and its subsequent enlargement to two, three, four, five and so on until Griffith thought nothing of grinding out enough film to make any length film he desired.

Balk at Two-Reelers

When Griffith made his first two-reeler the men paying him his salary balked like mules. They refused absolutely to run a multiple-reeled

81 MADISON AVENUE N. Y. C. ROOM

subject. Griffith laid down the law insofar as his own services were concerned. The owners finally relented by allowing one-half of the subject to be shown one day and the other half the next. In this manner it was operated like a serial, but it was the commencement of the increase in picture lengths. When Griffith made an extended subject and the cost price of $500 was turned in to the owners, one man (it is said it was Pop Lubin) kicked and remarked what undue extravagance was hitting film making. In fact, Griffith states that it was starting a regular revolution to insist on the increased cost of picture making at that time. But the passing of time and the subsequent expenditure of a half-million in one subject alone demonstrated that Griffith knew what was in the future storehouse.

Not Opposed to Stage Stars

Contrary to a general belief and an oft-repeated report that he was opposed to the placement of legitimate players on the screen, Griffith would have had stage stars in his pictures long before he did had it not been for the difference in salaries. It was he who tried every inducement possible some years ago to have Julia Marlowe and E. H. Sothern jointly star in pictures. But their salaries were such that the makers of the films did not think the gamble warranted the investment. So Griffith had to stick to the direction of films with the film stock players at hand.

"Birth of a Nation"

He startled the world with "The Birth of a Nation." When it was announced that this big film offered in 12 reels (12,000 feet) although Griffith had "shot" 138,000 feet, would be shown at a Broadway theater at $2.00 top, the theatrical wiseacres thought it was the idle jest of a crazy man. But Griffith brought it to New York, and on March 3, 1915, the prophets and wizards of the amusement world gathered in the Liberty theater to scoff and to give this "two dollar picture" the ha-ha. But the wise men of theaterdom remained to praise, while for forty-seven consecutive weeks the public besieged the house in its frantic endeavor to get inside at $2 per.

In addition to the harvest of forty-seven New York weeks, the picture was shown for twelve at Brighton Beach Music Hall, with the following spring having it on exhibition in the "subway or tube" circuit of New York.

Long Runs in Other Cities

In succession followed twenty-six weeks at the Tremont, Boston, with eight or nine weeks played at the Majestic there; forty-four weeks in Chicago where it opened in June, 1915, at the Illinois and then switched to the Colonial where it remained until the next March, with subsequent "repeats" at all of the outlying Chicago houses; eighteen to twenty weeks in Philadelphia, with the time divided between the Forrest and Chesnut Street Opera House; fifteen weeks in St. Louis, splitting the time between the Olympic and the Garrick; twelve at the Grand, Cincinnati; twelve at the Euclid Avenue theater, Cleveland; about ten in Detroit, and long, long engagements in both San Francisco and Los Angeles, with all the principal cities of the United States having the picture for an extended period.

Canada and England

There were "Birth of Nation" runs in Montreal and Canada. Theodore Mitchell and Albert Gray went to London where Mitchell worked up American exploitation methods in the showing of the film at the Scala and then later at the Drury Lane theater. It was exhibited in Manchester, Liverpool, Birmingham, Glasgow, Edinboro, Leeds, Dublin, and all the British provinces. George Bowles took the picture to Australia where it had long and profitable engagements in Sydney, Melbourne and the adjacent territory.

Guy Crosmull Smith had charge of the film when it was shown in South America, where successful tours of all the principal cities and territories were made in the first-class theatres of that country.

Thirty-Four Complete Outfits

At one time there were thirty-four complete touring outfits of "The Birth of a Nation," which greatly outnumbered any list of traveling companies of any one piece, the nearest approach being "Peg Of My Heart," which had out eight traveling companies.

The estimated earnings of "The Birth of A Nation" is placed at $4,000,000.

Mr. Smith, now in New York after his long South American tour, declares that the countries and cities he visited showed remarkable appreciation of the "Nation" film, and that wherever it played, whether in Buenos Aires, Valparaiso, Ascunsion (Argentina), Lopaz (Bolivia), or Africa (Peru) the response was the same. The best theatres were played, the prices the same as a traveling company and the houses always large and enthusiastic.

Censorship Trouble

The "Nation" was made the goat, it seems, of political battles in several states with a later permit granted for the film to enter the states in question. It was something like two years before "The Birth of A Nation" was enabled to show in Ohio, a turn of affairs due to the induction into office of a new governor. A similar condition existed in Kansas, where at least a year went by before the ban was lifted and the picture granted a license to show there.

But both Ohio and Kansas turned out en masse to see the film that had created such a sensation in all the other states, and outfits to this day are hitting up the territory that is still virgin.

The MIRROR representative got it straight from Theodore Mitchell, who handled all of the main press work for "The Birth of a Nation" and who worked in harmony with J. J. McCarthy, who had assumed the general management for the film outfits and who had the general distribution and booking under his wing as well as the exploitation, that the film had been shown in every big city in the civilized world. But it was Theodore Mitchell who proved the publicity Trojan that enabled McCarthy to grab perhaps the greatest amount of press matter ever given to any attraction, legitimate, musical or otherwise.

Griffith's Publicity Record

It is a safe bet, no doubt, that there has never been any traveling attraction that got one-third the publicity that "The Birth of a Nation" received.

While there were thirty-five companies playing the country at large with "The Birth of A Nation," there were not more than fifteen at any one time that later played Griffith's other big celluloid spectacle, "Intolerance." The latter made a wonderful impression, was given some beautiful notices and was most successful in drawing large audiences throughout the world where shown, but its reception and interest was nothing compared with that which struck "The Birth of A Nation."

Griffith's "Hearts of the World" added another big feather in his producing cap, and it also made a barrel of money for the men who exploited it throughout the world, but its popularity did not overshadow that of "The Birth of a Nation" at any time.

However, it is the personal belief of Jack Lloyd that Griffith's "Broken Blossoms" will startle the world with its unexpected film strength, and that before the exihibtors get through with it that will have equalled the record of "The Birth of a Nation."

Expensive Road Outfits

Whenever any of the Griffith big "specials" went out on the road the outfit was far more expensive than the average person would imagine, as it was a film that attracted the crowds, and there was thought little need for any traveling strength of males. However, to each company of the thirty-five out at one time, there were twenty-five musicians to an outfit, with at least fifty people employed for chorus work, etcetera, with something like 1,750 people employed by the Griffith offices to enable all of the companies to keep on tour.

There were at least 15,000 people employed at one time or other by Griffith in some of his big film productions on the coast.

Writes His Own Titles

Reports to the contrary notwithstanding David Wark Griffith writes nearly all of his own titles and he is known to have a picture run at least fifty times in order to insert just the kind of title or caption he desired.

Jimmy Smith and his better half, Rosie Smith, are pretty valuable adjuncts around the Griffith studios, the Smiths handling the Griffith titling, but doing it under his personal supervision.

Griffith knows everything there is to know about a camera, yet whenever he has any important work to do and that right hand bower of his is around—namely William G. Bitzer—it's Billy B who handles the machine crank of the picture camera. And Billy has been so long with D. W. that he needs little telling as to his A-B-C's with a Griffith picture.

Popular in Europe

Griffith is well known in Europe personally. And it is D. W. to this day who numbers close friends among the nobility and royal blood of England, and this friendship was cemented all the more closely when Griffith went out of his way to make a series of war film for the British Government.

It will be recalled that Griffith was in London during the present war and was scheduled to make a hurry-up trip to another point of Europe, when he was requested by Lord Beaverbrook, who was handling some important matters for the War Government of Great Britain. Griffith was due to leave London at 7.30 a.m., and the British Lord was some seventy miles away at his country home, but he agreed to meet Griffith if the latter would be willing to spare him a little time. Lord Beaverbrook was granted the interview, although Griffith expected to meet him and still keep his departing time per schedule.

The nobleman came to London and interested Griffith so in the war project at hand that dealt with the making of a big picture for the British Government that Griffith cancelled his reservation, spent several hours in company of Lord Beaverbrook with his acceptance of the invitation to produce the picture desired.

Helps Great Britain

In return for Griffith's willingness to co-operate and aid with the British Government in its film project, that in return Griffith was permitted to take his cameramen and acting principals to the very front line—scenes of which were a part and parcel of "The Hearts of the World" when it was produced.

Griffith is a stickler for hard work. In fact the proverbial bee has nothing on D. W. when it comes to using up physical energy and mental stability. He arises at 7.15 a. m., and at 7.45 on the dot is in the gymnasium where he takes on Kid McCoy (the original Kid McCoy of pugilistic fame) for a half hour's boxing stunt, and from the opinion of those who have watched D. W. and the Kid in action say it is no old men's meeting, in fact they mix it up roughly, rigorously and excitingly every day. Every gymnasium bout is followed by an ice bath—not water that's ice cold naturally, but water that is cooled by ice poured into it by Griffith's valet for that especial purpose.

D. W. Alert at 9 a. m.

At 9—it's always the zero hour for Griffith to go his daily duties at the Griffith studios—D. W. is on the job. And D. W. doesn't leave when the whistle blows six or the cuckoo clucks nine, but time and again the hour is 10.30 p. m. when Griffith finally takes leave of the work shop. And often it is 4.30 a. m., but despite the lateness of the hour in quitting the studio, Griffith is back on the studio deck at 9 o'clock the next day.

Griffith has no social connections beyond being on speaking terms with the leaders of the different "400" sets of the country, and he makes no effort to lead any gay ballroom parties or be the high jinks at some gala society event.

Griffith as his bent when a kid in knee pants is just as crazy about reading; his great love for literature or fiction is still uppermost in his mind the moment his attention is not absorbed in the making of a film.

CABLE ADDRESS
MINTMAN, NEW YORK

CODES USED
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BENTLEYS

TELEPHONE BRYANT 2333

Hearts of World
Foreign

GILLESPIE BROS. & CO.

No 11 BROADWAY
NEW YORK

82 FENCHURCH ST.
LONDON

MOVING PICTURE FILM DEPT.
220 WEST 42ND STREET

NEW YORK. May 20, 19.

Mr. Albert Banzhaf,
2 Rector Street,
New York

Dear Sir:-

Will you kindly secure for us a copyright and power of attorney to exhibit the "Hearts of the World" in Brazil, for Carlos Inglez deSouza. of Rio deJaneiro.

We are desirous of receiving the same form, which you made for the New York Film Exchange of Buenos Aires.

Trusting you will give this your immediate attention so that we may receive same at an early date, we remain

Very truly yours,

GILLESPIE BROS. & CO

Manager
Moving Picture Film Dept.

Mr. Banzhaf

Big 4 minutes

Minutes of Special Meeting of Board of Directors of United Artists Corporation held May 20, 1919.

United Artists Corporation

Special Meeting of Directors

-

A Special Meeting of the Board of Directors of UNITED ARTISTS CORPORATION was held at Room 1455, 120 Broadway, in the City of New York, New York, on the 20th day of May, 1919, at 3:30 o'clock P.M.

Present: Messrs. Price, Butehorn, O'Brien and Moore, constituting a majority of theBoard.

The Secretary stated that the meeting was called and held pursuant to waiver of notice of meeting signed by all the directors. Such waiver is as follows:

UNITED ARTISTS CORPORATION
Waiver of Notice of Special Meeting of Board of Directors.

WE, the undersigned, being all the directors of UNITED ARTISTS CORPORATION, do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United Artists Corporation.

We designate the 20th day of May, 1919, at 3:30 o'clock p. m. as the time, and room 1455, 120 Broadway, in the city of New York, New York, as the place of said meeting; the purpose of said meeting being to authorize the issue of stock; authorize and ratify the execution of certain contracts necessary for the business of the corporation; to pass upon the resignations of directors and elect successors; to authorize the proper officers of the corporation to take such steps as may be necessary to secure authorization for the corporation to transact business in any state, territory or dependency of the United States or in any foreign country; and the transaction of such other business as may be necessary or advisable.

DATED: May 20, 1919 Signed Oscar A. Price
Sid Chaplin
Dennis F. O'Brien
Allen F. Moore
F. H. Butehorn

The Secretary reported that resignations of Messrs Sidney Chaplin and F. H. Butehorn as Directors of United Artists Corporation had been received.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the resignations of Messrs. SIDNEY CHAPLIN and F. H. BUTEHORN as directors be and the same hereby are accepted, and said resignations ordered to be placed on file.

Thereupon Mr. Butehorn retired.

The following gentlemen were nominated for directors of the corporation to serve for the unexpired term of Messrs. Sidney Chaplin and F. H. Butehorn, or until their successors are respectively chosen and qualify;

Albert H. T. Banzhaf representing David W. Griffith and Nathan Burkan representing Charles Chaplin. A vote having been duly taken and all the directors present having voted, it was announced that the aforesaid gentlemen had been unanimously chosen directors of United Artists Corporation. Messrs. Banzhaf and Burkan thereupon took their places as directors of the corporation of said meeting and stated that they waived notice of the time, place and purpose of said meeting.

The Secretary presented the resignation of Allen E. Moore as director of United Artists Corporation.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the resignation of Allen E. Moore as director be and the same hereby is accepted and said resignation ordered to be placed on file.

Thereupon Mr. Moore retired.

The following person was nominated for director of the corporation to serve for the unexpired term of Mr. Allen E. Moore, or until her successor is chosen and qualifies: Mrs. Charlotta Pickford, representing Mary Pickford. A vote having been duly taken and all the directors present having voted, it was announced that the aforesaid Mrs. Charlotta Pickford had been unanimously chosen director of United Artists Corporation. Mrs. Charlotta Pickford thereupon took her place as director of the corporation at said meeting and stated that she waived notice of the time, place and purpose of said meeting.

It was stated that Mr. O'Brien represents Douglas Fairbanks on the Board of Directors.

The minutes of the first meeting of the Board of directors were presented by the Secretary and each member of the Board having read the same, it was ordered that said minutes be approved and filed.

Upon motion by Mr. Burkan, seconded and unanimously carried, it was

RESOLVED that all action taken by the Board of Directors at its first meeting, as reported in the minutes thereof, be and the same hereby is ratified, approved and confirmed.

Upon the suggestion being made that copies of the minutes of the Board meetings be furnished each member of the Board, it was ordered that copies of the minutes of all directors' meetings be sent to each director.

The President presented a contract of employment of Mr. Hiram Abrams as General Manager approved by theGeneral Counsel and executed by the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED that said contract as executed be and the same is hereby approved.

The President stated that offices for the corporation at 729 Seventh Avenue, in the city of New York, New York, had been leased for a term of five (5) years and six months commencing May 1, 1919, at an annual rental of Twelve thousand five

hundred dollars ($12,500).

Upon motion duly made, seconded and carried, it was

RESOLVED that the leasing of said premises be and the same is hereby approved and ratified.

The President stated that a portion of the offices rented would be temporarily used by the American Red Cross.

Upon motion duly made, seconded and carried, it was

RESOLVED that the President be and he hereby is authorized and directed to execute in the name and on behalf of said corporation the Statement required to be filed by foreign corporations under the provisions of the General Corporation Law of the State of New York, to attach the seal of the corporation thereto and in said Statement to designate Oscar A. Price as the person upon whom process against the corporation may be served within the State of New York, and further to do all acts and things necessary to comply with the provisions of the law of said State.

The President reported the execution of certain leases made with Exhibitors and the terms thereof.

The President reported that the General Manager recommended that the corporation secure certain photoplays to be produced by William S. Hart. After discussion, it was agreed that the question be submitted to Charles Chaplin, Douglas Fairbanks, David W. Griffith and Mary Pickford.

The President presented certain contracts for the sale to the corporation of photoplays by Charles Chaplin, Douglas Fairbanks, David W. Griffith and Mary Pickford.

Upon motion duly made and seconded, the following preamble and resolution were adopted:

Whereas Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) have each separately executed certain contracts on the 5th day of February, 1919, with the United Artists Corporation, copies of which are presented herewith, whereby each of said parties agree to sell to this corporation certain photoplays as specifically enumerated therein; and

Whereas the purchase of said photoplays and the execution of said contracts are necessary for the business of this corporation:

RESOLVED that the proper officers of this corporation be and they hereby are authorized and directed to execute and deliver on behalf of this corporation, under its corporate seal, the aforesaid contracts, and said contracts are hereby ratified and adopted by this corporation.

The meeting then adjourned.

_____

Secretary.

New York, New York, April 24, 1919.

To the Directors of United Artists Corporation

Gentlemen:

I hereby resign as director of your Company, my resignation to take effect immediately.

Yours very truly,

(Signed) Sid Chaplin.

- -

New York, N. Y.
May 20, 1919.

To the Directors of United Artists Corporation

Gentlemen:-

I hereby resign as director of your company, my resignation to take effect at the pleasure of theBoard.

Yours very truly,

(Signed) Allen E. Moore

- -

New York, N. Y.
May 20, 1919.

To the Directors of United Artists Corporation

Gentlemen:-

I hereby resign as director of your company, my resignation to take effect at the pleasure of the Board.

Yours very truly,
(Signed)
F. H. Butehorn.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

KNOW ALL MEN BY THESE PRESENTS, That DAVID W. GRIFFITH, of Los Angeles, California, United States of America, Producer, has made, constituted and appointed, and by these presents does make, constitute and appoint

(a) CARLOS INGLEZ de SOUZA of Rio de Janeiro, South America, his true and lawful attorney in his name, place and stead to register with the Government of Brazil the artistic and literary rights of the motion picture photoplay entitled "HEARTS OF THE WORLD" consisting of thirteen (13) reels and the approximate length of 12,299 feet, and in his name, and at the said Carlos Inglez de Souza's own cost and expense, prosecute and take all steps necessary in the premises against any and all persons infringing in said Territory upon the copyright so registered.

IN WITNESS WHEREOF, DAVID W. GRIFFITH has hereunto set his hand and affixed his seal this 22nd day of May, 1919.

DAVID W. GRIFFITH

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this 22nd day of May, 1919, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be the person mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

BELLE COHEN

Notary Public
New York County #292
New York Register #10228
My Commission expires Mar.30th1920.

Seal

C O P Y :

- - - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION,

Lessor,

with

F. WYNNE JONES,

Lessee.

- - - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - - -

Dated: May 22nd 1919.

#88

5/22/19

THIS AGREEMENT made the day of 1919, by and between the WARK PRODUCING CORPORATION, hereinafter referred to as the "Lessor", party of the first part, and F.WYNNE JONES of New York, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced and copyrighted the motion pictures entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" and

WHEREAS, the Lessee desires to acquire the exclusive rights of distribution and exploitation of said motion picture productions in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive rights, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture ------- productions entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" (But only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor) in the States of Texas, Oklahoma and Arkansas and not elsewhere for a period of FIVE (5) YEARS from the date hereof

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted, the sum of EIGHT THOUSAND ($8000)DOLLARS in payments as follows - ON the signing of this contract

four thousand ($4000) dollars and on the First day of August 1919 ~~XXXXXXXXXXXXXXXX~~ an additional Four thousand ($4000) dollars. plus the cost of prints.

THIRD. The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said productions, during the life of this contract, at the rate of Five cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax.

Every print is to be returned to the Lessor at his option, five years from the date hereof, and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FOURTH. The Lessee coventants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions, not authorized by the Lessee to be exhibited within the territory aforesaid.

Fifth The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH The Lessor shall sell to the Lessee advertising matter, lithographs, newspaper cuts, photographs etc at the cost price to the Lessor

SEVENTH It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be

shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor.

EIGHTH : The Lessee shall not act or hold themsleves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

NINTH : In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days'notice by registered mail to said Lessee, and thereupon upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly understood that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TENTH : In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days notice by registered mail to the Lessee and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

ELEVENTH. The Lessor shall not distribute or exhibit the said pictures in said territory during the term of this agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year first above written.

THE WARK PRODUCING CORPORATION

By .....

F. W. Jones

STATE OF NEW YORK)
CITY OF NEW YORK } SS:
COUNTY OF NEW YORK)

On this 23d day of May 1919, personally appeared before me F.WYNNE JONES to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Joaquin M Buckley

NOTARY PUBLIC
NEW YORK COUNTY No 283
NEW YORK REGISTER NO. 1127
MY COMMISSION EXPIRES MARCH 30, 1921

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS AGREEMENT made the 22nd day of May 1919, by and between the WARK PRODUCING CORPORATION, hereinafter referred to as the "Lessor", party of the first part, and F. WYNNE JONES of New York, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced motion pictures entitled "THE FALL OF BABYLON" and" THE MOTHER AND THE LAW" from the copyrighted motion picture photoplay "INTOLERANCE", and

WHEREAS, the Lessee desires to acquire exclusive rights of distribution and exploitation of said motion picture productions of "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" in the territory hereinafter described at the time and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive rights, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture------- productions entitled "THE FALL OF BABYLON" and "THE MOTHER AND THE LAW" (But only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor) in the States of Taxas, Oklahoma and Arkansas and not elsewhere for a period

of FIVE (5) YEARS from the date hereof.

SECOND: The Lessee shall pay to the Lessor in the manner hereinafter set forth for the territorial rights hereby granted, the sum of EIGHT THOUSAND ($8,000) DOLLARS in payments as follows - On the signing of this contract, Four thousand ($4,000) Dollars and on the First day of August 1919 an additional Four thousand ($4,000.) Dollars, plus cost of print.

THIRD: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said productions, during the life of this contract, at the rate of Five cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax. Delivery of said film to be made at the office of the Lessor at Los Angeles, or at the Lessor's option at its office in the City of New York. Every print is to be returned to the Lessor at its option, five years from the date hereof, and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FOURTH: The Lessee covenants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said productions, not authorized by the Les-

see to be exhibited within the territory aforesaid.

FIFTH: The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SIXTH: The Lessor shall sell to the Lessee advertising matter, lithographs, newspaper cuts, photographs, etc., at the cost price to the Lessor.

SEVENTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor.

EIGHTH: The Lessee shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

NINTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly understood that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

TENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days' notice by registered mail to the Lessee and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly understood and agreed that any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessee.

ELEVENTH: The Lessor shall not distribute or exhibit the said pictures in said territory during the term of this agreement.

TWELFTH: This contract being signed and entered into in New York, it is hereby agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York.

THIRTEENTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representative or agent of the WARK COMPANY or any other Company shall be binding or be considered a part of any agreement between the Producer and the Distributor, unless herein expressly

contained and no variation or modification of this agreement shall be made except in writing, signed on the part of the Lessor by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Lessor.

FOURTEENTH: It is further understood and agreed that this contract on the part of the Lessee is personal and the same shall not be assigned without the written consent of the Lessor.

FIFTEENTH: Any notice under this agreement to be given to the Lessor shall be given to it at its office #1476 Broadway, New York City, and any notice under this agreement to be given to the Lessee shall be given to him at New York City, or any other address designated by him in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed the day and year first above written.

THE WARK PRODUCING CORPORATION

BY Albert T. Borzlid Pres

H. Greenzones

STATE OF NEW YORK)
CITY OF NEW YORK) ss:
COUNTY OF NEW YORK.)

On this day of 1919, personally appeared before me F. WYNNE JONES to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

DAVID W GRIFFITH (Name)

4500 SUNSET BLVD (Street and number or rural route)

LOS ANGELES CAL (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART FILM LIBRARY

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No.
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)

11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (Give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:

(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30,000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	X X X X Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	X X X X	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.

15. Item L, page 2	$124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$124034	55

Total Net Income Subject to Normal Tax.

At 1918 rates.		
25. Net income shown on page 2, Item J	$124034	55
26. Less personal exemption	1000	
27. Balance	$123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	
29. Balance subject to tax at 12%	$119034	55
At 1917 rates.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.

33. Normal tax of 6% on amount of Item 28	$ 240	
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$50532	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$50532	12
42. Amount of tax paid on submission of return	$11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$			
Second	$			
Third	$			
Fourth	$			

2—8577

INSTRUCTIONS FOR FILLING IN TAXABLE INCOME

If the form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(a) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction IV on the other side of this sheet.)

(b) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(c) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 21 your net income from farming, as shown by your "Schedule of Farm Income and Expenses."

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds, and other property not dealt in as a business should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 21, Schedule A.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—If inventories were taken at cost, write "C" on line 8, immediately before the amount column; if at cost or market, whichever is lower, write "C or M."

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for permanent improvements to property, or living and family expenses. Do not deduct interest on your own investment in your business, or salary or wages for your own services or the services of your family, unless these items are included as income in Schedule B or G.

Rent.—Report here rent for business property (not including rent for dwelling you occupy).

Interest.—Report here interest on business indebtedness, including indebtedness incurred to purchase or carry business property.

Taxes.—Report here only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Report here (a) ordinary repairs required to keep property in usable condition, (b) depreciation during the year on business property only to the extent not offset by repairs, replacements, or losses claimed as deductions in this or previous returns, (c) reasonable allowance for obsolescence (if any) of business property for which no deduction has been claimed elsewhere in this return or in any previous return, and (d) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs or replacements claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Any losses of property not used in your business, such as your dwelling or household furniture, should be reported in Schedule I.

The amount claimed for wear and tear or depreciation should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Do not claim depreciation or losses of articles that have been taken into your inventory at a figure reflecting the reduction in value.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see the income and profits tax regulations.

Bad debts.—Report only debts which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless, or if the deduction is based on a reserve, state specifically the basis on which such reserve has been computed. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected, the amount collected must be returned as income.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported in Schedule I.

Other expenses.—Do not include your personal exemption here. This is to be reported as Item 26.

Net loss.—If the net cost of goods sold plus other business deduction is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

If salary, wages, or other compensation was at the rate of $1,000 or more per annum, report it on a separate line, together with the occupation or position and employer's name and address. All other income from salaries, wages, commissions, etc., at a rate less than $1,000 per annum should be reported on a single line.

Do not report here pay, not exceeding $3,500, for active service in the Army or Navy (see Instruction III, paragraph 1, on the other side of this sheet). Report such pay in table 11, page 1 of the return.

Explain deductions in the space at the foot of page 2 of the return.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS.

Report your share (whether distributed or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust (if placed to your credit), not including the part of such share that consisted of dividends on stock of ordinary corporations (to be included in Item K (a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K (b), below), or (in the case of estates and trusts) interest on corporation bonds containing a tax-free covenant, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership whose fiscal year differed from the calendar year, assign to 1917 as many twelfths of your share of the partnership's income (except stock dividends and Liberty Bond interest received through the partnership) as the number of months of the partnership's fiscal year that fell in the calendar year 1917. Assign to 1918 the remainder of your share of the partnership's income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K (a) and K (b) below.

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

Use this schedule for all sales of real estate, and for sales of other property that you did not deal in as a business.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property or, if it was acquired before March 1, 1913, its fair market value on that date. Expenses incidental to the purchase may be included in the cost if never claimed in income-tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition if subsequent to March 1, 1913). (This is a deduction from cost, though treated for convenience as an addition to the sale price.)

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 4 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Amount of rent.—If you accepted crops or other property in lieu of cash rent, report the income as though the rent had been paid in cash.

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses and losses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed, the interest received must be reported in G. (The amount of tax paid by the debtor corporation is treated as a credit against the tax due. See Item 39, page 1 of the return.)

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other income not reported in Schedules A to F, except (a) dividends from corporations organized or doing business in the United States, which should be reported as Item K (a); (b) taxable interest on obligations of the United States, which should be reported as Item K(b); (c) receipts exempt from tax, as stated in Instruction III on the other side of this sheet; (d) partnership profits and stock dividends taxable at prior year rates (see items 12 and 14, page 1 of return).

State separately income from each source.

If you received any interest on bonds of foreign countries or corporations, or any dividends on stock of foreign corporations, submit with the return a schedule showing (a) name of country; (b) kind of obligations (whether national, state, or municipal obligations, or bonds or stocks of corporations); (c) amount of principal; and (d) amount of interest or dividends.

Deductions.—Explain deductions in the space at the foot of page 2 of the return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A, E, or G above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States. See Instruction III, page 1, for a list of obligations the interest on which is exempt.

Taxes.—Report here taxes on your dwelling and household property, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, or estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Explain such losses in table at foot of page 2 of return.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds the sum of your total net income (Item 24) and Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Other deductions.—Bad debts arising out of personal loans may be reported here. (See instructions for Schedule A, above.)

K (a). DIVIDENDS.

Stock dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should not be included in Item K (a), but should be reported as Item 12, a, b, and c, Item 14b, col. 4, and Items 14c and 14d on page 1 of the return.

Profits of personal service corporations should be included in C (except such part thereof as consisted of dividends of ordinary corporations and interest on obligations of the United States issued since September 1, 1917).

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

1. In order to ascertain the amount to be entered under K(b), refer first to Table 13 on page 1 of the return.

2. If any amount entered in column 6 of that table exceeds the maximum exemption for the same class of obligations (stated in column 7), then you must attach to the return a schedule showing in separate columns the following information for that class of obligations:

(a) Periods during which your holdings of that class of obligations remained unchanged (including your share of the holdings of partnerships, personal service corporations, estates, and trusts, and also any holdings the interest on which you reported as income for 1917, and on which you claimed exemption in your 1917 return).

(b) Amount of obligations held by you individually during each such period.

(c) Your share of the holdings of each partnership, personal service corporation, estate, and trust during each such period.

(d) Totals of amounts in columns b and c.

(e) Amount by which each amount entered in column d exceeds the maximum exemption for that class of obligations.

(f) Interest derived from each amount of principal stated in column e.

3. If any part of the interest reported in Table 13 was received through a partnership having a fiscal year falling partly in the calendar year 1917, the taxable interest received through such partnership should be calculated in a separate column g of the schedule. Enter in this column, for each period specified in column a, either (1) the amount entered in column f or (2) the interest on your share of the partnership's holdings (shown in column c), whichever is the smaller.

4. Enter as Item K (b), on page 2 of the return, the total of column f for all classes of obligations, less as many twelfths of the total of column g (if any) as the number of months of the partnership's fiscal year that fell in 1917. Enter the amount deducted as Item 14b (column 6) on page 1 of the return.

TAXPAYER'S WORK SHEET FOR RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Sunset Blvd, Los Angeles, Cal.

3. Total sales and income from business or professional services $575034 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$305527	70	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	—
5. Material and supplies			13. Rent	25284	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
9. TOTAL	$569590	44	17. Bad debts arising from sales	6772	72
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. NET COST OF GOODS SOLD	$514349	97	19. TOTAL OTHER BUSINESS DEDUCTIONS	$64726	41

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS ..... $579076 41 Loss

21. NET INCOME FROM BUSINESS OR PROFESSION $4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.
Director General	Self	$2000 —	$
Vice President	Epoch Producing Co, 1476 B'way N.Y. City	5200 —	

NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4) ..... $25200 — $ ..... $25200 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandall Spring			$	$	$	$	
Yates Co Bonds	1915	Albert L Grey 95th Riverside Drive N.Y.	1000 —	17000 —			
Western Aviation Products Co	1917	Company insolvent	—	1000 —			Loss —

NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6) ..... $1000 $18000 — $ ..... $ ..... $17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Pictures		$	$	$	$	$	
"Birth of Nation"	Epoch Producing Corporation	32447 76					
"Hearts of the World"	Famous Players Lasky Corp	104254 37					

NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7) ..... $136707 13 $ ..... $ ..... $ ..... $ $136707 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120	—	3. Losses by fire, storm, etc. (explain in table below)	$12537	31	5. Other deductions, if any (explain below)	$3600 —
2. Taxes paid or accrued	271	55	4. Contributions (explain below)	1206	29	TOTAL	$17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A-16	Studio Equipment	1917-18	$57440 25	$	33⅓	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A-18 Royalty "Hearts of the World" paid to G. W. Betzer 5278.52
A-18 Loss on chemical experimentation 3634.17
E 3 Loss on exhibition "Greatest Thing in Life"
4
5 Wages paid for operation of Ranch — no income therefrom as yet.

INSTRUCTIONS FOR FILLING INDIVIDUAL INCOME TAX RETURN FOR NET INCOMES OF MORE THAN $5,000

I. HOW TO DECIDE WHETHER TO MAKE A RETURN.

1. Calculate your net income by filling in page 2 of the work sheet according to page 2 of the instructions.

2. Add the net income of your wife (or husband) and dependent minor children, if any, except as provided in paragraph 5.

3. The total family income, calculated in accordance with paragraphs 1 and 2, must be reported, either in your return or in a separate return by wife (or husband), if it equaled or exceeded—

(a) $2,000 if you were married and lived with your wife (or husband).

(b) $1,000 if you were not married or did not live with your wife (or husband).

4. In any case, you must make a return if your net income equalled or exceeded the amount of your personal exemption, not including any additional exemption allowed you as head of family or on account of dependents.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee, or other fiduciary, must be reported by his guardian or other legal representative.

6. If your wife (or husband) had any separate income, she (or he) should make a separate return.

II. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in 1917 but was not received until 1918, unless it was reported in last year's return.

4. If you report income received, you must include all income constructively received, as bank interest credited to your account.

III. RECEIPTS EXEMPT FROM TAX.

The following classes of receipts are exempt from income tax, and need not be reported on page 2 of the return. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5, and 6 should be reported in table 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military and naval forces of the United States.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will, or inheritance is taxable and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, provided your holdings do not exceed the exemptions allowed by law. See table 13, page 1 of return, and instructions, page 2, under K (b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, territories, political subdivisions thereof (such as cities, counties, and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Proceeds of life insurance policies paid on the death of the insured.

8. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income and must be reported in Schedule G.

9. Amounts received from accident and health insurance and under workman's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

IV. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner renting your farm out on shares, get from the collector and fill out a "Schedule of Farm Income and Expenses." Transfer the net farm income to line 21 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return. Send your Schedule of Farm Income and Expenses with the return to the collector.

V. PERIOD TO BE COVERED BY RETURN.

1. You must report your net income for the **calendar year 1918**, except under the conditions stated in paragraph 2.

2. If you are engaged in business and keep books of account which are regularly closed each year at the end of some month other than December to determine your annual profit or loss, you may, after obtaining the Commissioner's permission, make a return covering the period from January 1, 1918, to the date on which you closed your books, and thereafter for each period of 12 months.

3. If you make a return for a part of the calendar year 1918, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The dates on which the period covered by the return begins and ends, if other than the calendar year 1918, must be plainly stated at the head of the return; answers to questions 5, 6, and 7 must be given for that period; and the affidavit must be changed accordingly.

VI. PERSONAL AND FAMILY EXEMPTION.

1. If you were married and lived with your wife (or husband) or were head of a family in 1918, you may subtract from your net income, before calculating your tax, a family exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who received his chief support from you. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family in 1918, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who received his chief support from you.

3. If you were entitled to any of the foregoing exemptions during a part of the year only, you may claim as many twelfths of the exemptions stated as there were months in such part of the year. Any part of a month may be counted as a month.

4. The personal or family exemption must be reported on line 26, page 1 of the return, and must be supported by answers to questions 5, 6, 7, and 8.

5. A "head of family" is a person who is the chief support of one or more persons living in his household, who are closely related to him (or her) by blood, marriage, or adoption.

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated, in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector or deputy collector of internal revenue, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN SHOULD BE SENT.

Send your return to the collector of internal revenue for the district in which you live or have your principal place of business so that it will reach him on or before March 15, 1919. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, or pay it in person except at the office of the collector or a regularly established internal revenue stamp office.

3. At least **one-fourth** of the tax is due at the same time that this return is due.

4. An additional amount sufficient to bring the total payments up to **one-half** of the tax must be paid on or before June 15, 1919.

5. An additional amount sufficient to bring the total payments up to **three-fourths** of the tax must be paid on or before September 15, 1919.

6. The entire remainder of the tax must be paid on or before December 15, 1919.

7. If any payment is not made when due, the entire unpaid balance of the tax will become due 10 days after demand therefor by the collector.

8. If you pay in cash, do not fail to get a receipt at the time of payment. If you pay by check or money order, your canceled check or your money order receipt will serve as a receipt.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax When Due.

Five per cent of the amount due but unpaid, plus 12 per cent interest per annum for the time during which it remains unpaid.

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX.

SURTAX RATES FOR 1918.

Amount of net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000	----------	----------	60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	----------
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000	----------	----------
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	----------

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000	----------	----------
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	----------

SURTAX RATES FOR 1913-15.

$20,000	----------	----------
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	----------

CALCULATION OF SURTAX AT 1918 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000:

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918 rates (Item L, page 2, or Item 15, page 1, of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

1. ITEM.	2. Example: Net income $13,800.	3. Computation of surtax on Item 15, page 1 of the return
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$
2. Total surtax thereon shown in column C	190.00	$
3. Remainder of net income after subtracting Item 1, above	1,800.00	$
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$
5. Total surtax due (sum of Items 2 and 4)	280.00	$

Item 5, column 3, should be entered as Item 36, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates:

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (a) the next larger amount shown in column A of the 1917 surtax table, or (b) the amount of Item 18, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (a) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 18 is greater than the amount in column A of the 1917 surtax table referred to in (a) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 18.

Seventh: Enter in column 2 the amount of Item 18.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line below that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.	2.	3.	4. (Per cent.)	5.
1.	$	$	$		$
2.					
3.					
4.					
5.					
6.					
Total					$

The total of column 5 should be entered as Item 37, page 1 of the return.

NOTE.—If you received stock dividends taxable at 1916 or at 1913-15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 18 and 21 for 1916 and 21 and 24 for 1913-15.

5/22/19

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

DAVID W. GRIFFITH (Name)

4500 SUNSET BLVD (Street and number or rural route)

LOS ANGELES, CAL. (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) — In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000—				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30.000				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

NOTE.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30 000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.		Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$	See instructions, page 2, under K(b).	$ Enter as 30, below.	x x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $ —

Total Net Income Subject to Surtax.		
15. Item L, page 2	$ 124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$ 124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$ 124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$ 124034	55

Total Net Income Subject to Normal Tax.		
AT 1918 RATES.		
25. Net income shown on page 2, Item J	$ 124034	55
26. Less personal exemption	1000	—
27. Balance	$ 123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	—
29. Balance subject to tax at 12%	$ 119034	55
AT 1917 RATES.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240	—
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$ 50531	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$ 50531	12
42. Amount of tax paid on submission of return	$ 11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$			
Second	$			
Third	$			
Fourth	$			

2—8577

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

D. W. GRIFFITH COLLECTION OF MODERN ART MUSEUM

TAXPAYER'S WORK SHEET FOR RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Produce 2. Business address: 4500 Sunset Blvd, Los Angeles Cal

3. Total sales and income from business or professional services $575036 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$305527	70	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4800 —	
5. Material and supplies			13. Rent	25284	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
9. TOTAL	$569590	44	17. Bad debts arising from sales	6772	72
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. NET COST OF GOODS SOLD	$514349	97	19. TOTAL OTHER BUSINESS DEDUCTIONS	64726	44

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS $579076 41

21. NET INCOME FROM BUSINESS OR PROFESSION ..... Loss $4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.	
Director General	Self	$20000 —	$	
Vice-President	Epoch Producing Corp. 1476 B'way N.Y. City	5200 —		
NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4)		$25200 —	$	$25200 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandall Spring Water Co. Bonds	1915	Albert L. Grey 95th Riverside Drive N.Y.	$1000 —	$17000 —		16000	
Western Analine Products Co	1917	Company insolvent		1000 —		1000	Loss —
NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)			$1000	$18000	$	$17000	$17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Pictures		$	$	$	$	$	
"Birth of a Nation"	Epoch Producing Corporation	32447 76					
"Hearts of the World"	Famous Players Lasky Corp	104254 37					
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120 —	3. Losses by fire, storm, etc. (explain in table below)	$12537	31	5. Other deductions, if any (explain below)	$3600 —	
2. Taxes paid or accrued	271	55	4. Contributions (explain below)	1206	29	TOTAL	$17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A 16	Studio Equipment	1917-18	$52440 25	$	33 1/3	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A-18 Royalty "Hearts of the World" pd to Wm. Bitzer 5278.52
A-18 Loss on Chemical experimentation 3681.17
I. 3 Loss on "Exhibition" "Greatest Thing in Life"
4
5 Wages pd for operation of Ranch — no income therefrom as yet

INSTRUCTIONS FOR FILLING INDIVIDUAL INCOME TAX RETURN FOR NET INCOMES OF MORE THAN $5,000

I. HOW TO DECIDE WHETHER TO MAKE A RETURN.

1. Calculate your net income by filling in page 2 of the work sheet according to page 2 of the instructions.

2. Add the net income of your wife (or husband) and dependent minor children, if any, except as provided in paragraph 5.

3. The total family income, calculated in accordance with paragraphs 1 and 2, must be reported, either in your return or in a separate return by wife (or husband), if it equaled or exceeded—

(a) $2,000 if you were married and lived with your wife (or husband).

(b) $1,000 if you were not married or did not live with your wife (or husband).

4. In any case, you must make a return if your net income equalled or exceeded the amount of your personal exemption, not including any additional exemption allowed you as head of family or on account of dependents.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee, or other fiduciary, must be reported by his guardian or other legal representative.

6. If your wife (or husband) had any separate income, she (or he) should make a separate return.

II. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in 1917 but was not received until 1918, unless it was reported in last year's return.

4. If you report income received, you must include all income constructively received, as bank interest credited to your account.

III. RECEIPTS EXEMPT FROM TAX.

The following classes of receipts are exempt from income tax, and need not be reported on page 2 of the return. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5, and 6 should be reported in table 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military and naval forces of the United States.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will, or inheritance is taxable and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, provided your holdings do not exceed the exemptions allowed by law. See table 13, page 1 of return, and instructions, page 2, under K (b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, territories, political subdivisions thereof (such as cities, counties, and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Proceeds of life insurance policies paid on the death of the insured.

8. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income and must be reported in Schedule G.

9. Amounts received from accident and health insurance and under workman's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

IV. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner renting your farm out on shares, get from the collector and fill out a "Schedule of Farm Income and Expenses." Transfer the net farm income to line 21 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return. Send your Schedule of Farm Income and Expenses with the return to the collector.

V. PERIOD TO BE COVERED BY RETURN.

1. You must report your net income for the **calendar year 1918, except under the conditions stated in paragraph 2.**

2. If you are engaged in business and keep books of account which are regularly closed each year at the end of some month other than December to determine your annual profit or loss, you may, after obtaining the Commissioner's permission, make a return covering the period from January 1, 1918, to the date on which you closed your books, and thereafter for each period of 12 months.

3. If you make a return for a part of the calendar year 1918, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The dates on which the period covered by the return begins and ends, if other than the calendar year 1918, must be plainly stated at the head of the return; answers to questions 5, 6, and 7 must be given for that period; and the affidavit must be changed accordingly.

VI. PERSONAL AND FAMILY EXEMPTION.

1. If you were married and lived with your wife (or husband) or were head of a family in 1918, you may subtract from your net income, before calculating your tax, a family exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who received his chief support from you. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family in 1918, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who received his chief support from you.

3. If you were entitled to any of the foregoing exemptions during a part of the year only, you may claim as many twelfths of the exemptions stated as there were months in such part of the year. Any part of a month may be counted as a month.

4. The personal or family exemption must be reported on line 26, page 1 of the return, and must be supported by answers to questions 5, 6, 7, and 8.

5. A "head of family" is a person who is the chief support of one or more persons living in his household, who are closely related to him (or her) by blood, marriage, or adoption.

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated, in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector or deputy collector of internal revenue, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN SHOULD BE SENT.

Send your return to the collector of internal revenue for the district in which you live or have your principal place of business so that it will reach him on or before March 15, 1919. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, or pay it in person except at the office of the collector or a regularly established internal revenue stamp office.

3. At least **one-fourth** of the tax is due at the same time that this return is due.

4. An additional amount sufficient to bring the total payments up to **one-half** of the tax must be paid on or before June 15, 1919.

5. An additional amount sufficient to bring the total payments up to **three-fourths** of the tax must be paid on or before September 15, 1919.

6. The entire remainder of the tax must be paid on or before December 15, 1919.

7. If any payment is not made when due, the entire unpaid balance of the tax will become due 10 days after demand therefor by the collector.

8. If you pay in cash, do not fail to get a receipt at the time of payment. If you pay by check or money order, your canceled check or your money order receipt will serve as a receipt.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax When Due.

Five per cent of the amount due but unpaid, plus 12 per cent interest per annum for the time during which it remains unpaid.

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX.

SURTAX RATES FOR 1918.

Amount of net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000	----------	----------	60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	----------
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000	----------	----------
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	----------

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000	----------	----------
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	----------

SURTAX RATES FOR 1913-15.

$20,000	----------	----------
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	----------

CALCULATION OF SURTAX AT 1918 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000:

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918 rates (Item L, page 2, or Item 15, page 1, of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

1. ITEM.	2. Example: Net income $13,800.	3. Computation of surtax on Item 15, page 1 of the return
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$
2. Total surtax thereon shown in column C	190.00	$
3. Remainder of net income after subtracting Item 1, above	1,800.00	$
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$
5. Total surtax due (sum of Items 2 and 4)	280.00	$

Item 5, column 3, should be entered as Item 36, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates:

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (a) the next larger amount shown in column A of the 1917 surtax table, or (b) the amount of Item 18, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (a) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 18 is greater than the amount in column A of the 1917 surtax table referred to in (a) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 18.

Seventh: Enter in column 2 the amount of Item 18.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line below that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.	2.	3.	4. (Per cent.)	5.
1.	$	$	$		$
2.					
3.					
4.					
5.					
6.					
Total					$

The total of column 5 should be entered as Item 37, page 1 of the return.

NOTE.—If you received stock dividends taxable at 1916 or at 1913-15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 18 and 21 for 1916 and 21 and 24 for 1913-15.

INSTRUCTIONS FOR FILLING IN TAXABLE INCOME

If the form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(a) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction IV on the other side of this sheet.)

(b) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(c) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 21 your net income from farming, as shown by your "Schedule of Farm Income and Expenses."

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds, and other property not dealt in as a business should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 21, Schedule A.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—If inventories were taken at cost, write "C" on line 8, immediately before the amount column; if at cost or market, whichever is lower, write "C or M."

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for permanent improvements to property, or living and family expenses. Do not deduct interest on your own investment in your business, or salary or wages for your own services or the services of your family, unless these items are included as income in Schedule B or G.

Rent.—Report here rent for business property (not including rent for dwelling you occupy).

Interest.—Report here interest on business indebtedness, including indebtedness incurred to purchase or carry business property.

Taxes.—Report here only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Report here (a) ordinary repairs required to keep property in usable condition, (b) depreciation during the year on business property only to the extent not offset by repairs, replacements, or losses claimed as deductions in this or previous returns, (c) reasonable allowance for obsolescence (if any) of business property for which no deduction has been claimed elsewhere in this return or in any previous return, and (d) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs or replacements claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Any losses of property not used in your business, such as your dwelling or household furniture, should be reported in Schedule I.

The amount claimed for wear and tear or depreciation should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Do not claim depreciation or losses of articles that have been taken into your inventory at a figure reflecting the reduction in value.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see the income and profits tax regulations.

Bad debts.—Report only debts which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless, or if the deduction is based on a reserve, state specifically the basis on which such reserve has been computed. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected, the amount collected must be returned as income.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported in Schedule I.

Other expenses.—Do not include your personal exemption here. This is to be reported as Item 26.

Net loss.—If the net cost of goods sold plus other business deduction is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

If salary, wages, or other compensation was at the rate of $1,000 or more per annum, report it on a separate line, together with the occupation or position and employer's name and address. All other income from salaries, wages, commissions, etc., at a rate less than $1,000 per annum should be reported on a single line.

Do not report here pay, not exceeding $3,500, for active service in the Army or Navy (see Instruction III, paragraph 1, on the other side of this sheet). Report such pay in table 11, page 1 of the return.

Explain deductions in the space at the foot of page 2 of the return.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS.

Report your share (whether distributed or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust (if placed to your credit), not including the part of such share that consisted of dividends on stock of ordinary corporations (to be included in Item K(a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K(b), below), or (in the case of estates and trusts) interest on corporation bonds containing a tax-free covenant, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership whose fiscal year differed from the calendar year, assign to 1917 as many twelfths of your share of the partnership's income (except stock dividends and Liberty Bond interest received through the partnership) as the number of months of the partnership's fiscal year that fell in the calendar year 1917. Assign to 1918 the remainder of your share of the partnership's income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K(a) and K(b) below.

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

Use this schedule for all sales of real estate, and for sales of other property that you did not deal in as a business.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property or, if it was acquired before March 1, 1913, its fair market value on that date. Expenses incidental to the purchase may be included in the cost if never claimed in income-tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition if subsequent to March 1, 1913). (This is a deduction from cost, though treated for convenience as an addition to the sale price.)

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 4 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Amount of rent.—If you accepted crops or other property in lieu of cash rent, report the income as though the rent had been paid in cash.

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses and losses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed, the interest received must be reported in G. (The amount of tax paid by the debtor corporation is treated as a credit against the tax due. See Item 39, page 1 of the return.)

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other income not reported in Schedules A to F, except (a) dividends from corporations organized or doing business in the United States, which should be reported as Item K(a); (b) taxable interest on obligations of the United States, which should be reported as Item K(b); (c) receipts exempt from tax, as stated in Instruction III on the other side of this sheet; (d) partnership profits and stock dividends taxable at prior year rates (see items 12 and 14, page 1 of return).

State separately income from each source.

If you received any interest on bonds of foreign countries or corporations, or any dividends on stock of foreign corporations, submit with the return a schedule showing (a) name of country; (b) kind of obligations (whether national, state, or municipal obligations, or bonds or stocks of corporations); (c) amount of principal; and (d) amount of interest or dividends.

Deductions.—Explain deductions in the space at the foot of page 2 of the return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A, E, or G above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States. See Instruction III, page 1, for a list of obligations the interest on which is exempt.

Taxes.—Report here taxes on your dwelling and household property, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, or estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Explain such losses in table at foot of page 2 of return.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds the sum of your total net income (Item 24) and Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Other deductions.—Bad debts arising out of personal loans may be reported here. (See instructions for Schedule A, above.)

K (a). DIVIDENDS.

Stock dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should not be included in Item K(a), but should be reported as Item 12, a, b, and c, Item 14b, col. 4, and Items 14c and 14d on page 1 of the return.

Profits of personal service corporations should be included in C (except such part thereof as consisted of dividends of ordinary corporations and interest on obligations of the United States issued since September 1, 1917).

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

1. In order to ascertain the amount to be entered under K(b), refer first to Table 13 on page 1 of the return.

2. If any amount entered in column 6 of that table exceeds the maximum exemption for the same class of obligations (stated in column 7), then you must attach to the return a schedule showing in separate columns the following information for that class of obligations:

(a) Periods during which your holdings of that class of obligations remained unchanged (including your share of the holdings of partnerships, personal service corporations, estates, and trusts, and also any holdings the interest on which you reported as income for 1917, and on which you claimed exemption in your 1917 return).

(b) Amount of obligations held by you individually during each such period.

(c) Your share of the holdings of each partnership, personal service corporation, estate, and trust during each such period.

(d) Totals of amounts in columns b and c.

(e) Amount by which each amount entered in column d exceeds the maximum exemption for that class of obligations.

(f) Interest derived from each amount of principal stated in column e.

3. If any part of the interest reported in Table 13 was received through a partnership having a fiscal year falling partly in the calendar year 1917, the taxable interest received through such partnership should be calculated in a separate column g of the schedule. Enter in this column, for each period specified in column a, either (1) the amount entered in column f or (2) the interest on your share of the partnership's holdings (shown in column c), whichever is the smaller.

4. Enter as Item K(b), on page 2 of the return, the total of column f for all classes of obligations, less as many twelfths of the total of column g (if any) as the number of months of the partnership's fiscal year that fell in 1917. Enter the amount deducted as Item 14b (column 6) on page 1 of the return.

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

Edward W. Griffith
(Name)
4500 Sunset Boulevard
(Street and number or rural route)
Los Angeles Calif.
(Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria Los Angeles, Calif
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles Calif
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return —
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918? —
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you? —
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? ____ (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $____ (b) Accumulated in 1916, $____ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $____
13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) — In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000.00				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000.00				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$ 253.30	$ 47000.00	$	$	$ 47000.00	

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30,000.00

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.		Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$	See instructions, page 2, under K(b).	$ Enter as 30, below.	x x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $____ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $____

Total Net Income Subject to Surtax.		
15. Item L, page 2	$ 118834	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$ 118834	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$ 118834	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$ 118834	55

Total Net Income Subject to Normal Tax.		
At 1918 rates.		
25. Net income shown on page 2, Item J	$ 118834	55
26. Less personal exemption	1000	-
27. Balance	$ 117834	55
28. Amount subject to tax at 6% (not over $4,000)	4000	-
29. Balance subject to tax at 12%	$ 113834	55
At 1917 rates.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240	-
34. Normal tax of 12% on amount of Item 29	13660	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	33303	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$ 47204	12
39. Tax paid at source (2% of amount of Item F, page 2)	—	—
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.	—	—
41. Balance of tax due (Item 38 minus Items 39 and 40)	$ 47204	12
42. Amount of tax paid on submission of return	$ 11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$			
Second	$			
Third	$			
Fourth	$			

2—8577

RW V Blucker

TAXPAYER'S WORK SHEET FOR RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Fernwood Boulevard, Los Angeles, Calif.

3. Total sales and income from business or professional services $576034 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$305527 70		12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000 -	
5. Material and supplies			13. Rent	25364 84	
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062 74		15. Taxes on business and business property	2309 11	
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480 08	
9. TOTAL	$569590 44		17. Bad debts arising from sales	6772 72	
10. Less inventories at end of year	55240 47		18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879 69	
11. NET COST OF GOODS SOLD	$514349 97		19. TOTAL OTHER BUSINESS DEDUCTIONS	$64726 44	
20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS					$579076 41
21. NET INCOME FROM BUSINESS OR PROFESSION					$ 44957 57

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.	
Director General	Self	$20000 -	$	
NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4)		$20000 -	$	$20000 -

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Grandall Springs Water 6" - Bonds	1915	Albert E. Gross, 95th & Riverside Drive, NY	$1000 -	$17000 -	$	$	
Western Industrial Products Stock	1917	Company insolvent	-	1000			
NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)			$1000	$18000 -	$	$	$17000 -

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Royalties on "Hearts of the World"	E. Jerich Inc. Los Angeles - 1430 Broadway NY	$32514 [illegible]	$	$	$	$	
"Hearts of the World"	Famous Players Lasky Corp - New York	104254 39					
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $ - -

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc. U.S.B. Int 288.78 / Int. " 446.97 / Int on Pa 173.25	909 -		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2) 909.00	$	$	$ 909

H. TOTAL NET INCOME FROM ABOVE SOURCES $136569 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$170 -	3. Losses by fire, storm, etc. (explain in table below)	$12537 31
2. Taxes paid or accrued	291 55	4. Contributions (explain below)	1700 24
5. Other deductions, if any (explain below)	$3600 -	TOTAL	$17738 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $118834 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $118834 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A16	Studio & equipment	1917+18	$52440 25	$	33 1/3	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A18 Royalties on Premier "Hearts of World" paid to Geo. Belzer $5278.52 -
Loss on chemical experiment plant 3103.17
I3 Loss on foreclosure of "Greatest thing in life" at Clemes Cincinnati Theatre Los Angeles
I5 Wages paid for operation of Ranch - no income therefrom as yet.

Griffith 1918 Griffith 1918

INSTRUCTIONS FOR FILLING INDIVIDUAL INCOME TAX RETURN FOR NET INCOMES OF MORE THAN $5,000

I. HOW TO DECIDE WHETHER TO MAKE A RETURN.

1. Calculate your net income by filling in page 2 of the work sheet according to page 2 of the instructions.

2. Add the net income of your wife (or husband) and dependent minor children, if any, except as provided in paragraph 5.

3. The total family income, calculated in accordance with paragraphs 1 and 2, must be reported, either in your return or in a separate return by wife (or husband), if it equaled or exceeded—

(a) $2,000 if you were married and lived with your wife (or husband).

(b) $1,000 if you were not married or did not live with your wife (or husband).

4. In any case, you must make a return if your net income equalled or exceeded the amount of your personal exemption, not including any additional exemption allowed you as head of family or on account of dependents.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee, or other fiduciary, must be reported by his guardian or other legal representative.

6. If your wife (or husband) had any separate income, she (or he) should make a separate return.

II. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in 1917 but was not received until 1918, unless it was reported in last year's return.

4. If you report income received, you must include all income constructively received, as bank interest credited to your account.

III. RECEIPTS EXEMPT FROM TAX.

The following classes of receipts are exempt from income tax, and need not be reported on page 2 of the return. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5, and 6 should be reported in table 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military and naval forces of the United States.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will, or inheritance is taxable and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, provided your holdings do not exceed the exemptions allowed by law. See table 13, page 1 of return, and instructions, page 2, under K(b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, territories, political subdivisions thereof (such as cities, counties, and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Proceeds of life insurance policies paid on the death of the insured.

8. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income and must be reported in Schedule G.

9. Amounts received from accident and health insurance and under workman's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

IV. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner renting your farm out on shares, get from the collector and fill out a "Schedule of Farm Income and Expenses." Transfer the net farm income to line 21 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return. Send your Schedule of Farm Income and Expenses with the return to the collector.

V. PERIOD TO BE COVERED BY RETURN.

1. You must report your net income for the **calendar year 1918,** except under the conditions stated in paragraph 2.

2. If you are engaged in business and keep books of account which are regularly closed each year at the end of some month other than December to determine your annual profit or loss, you may, after obtaining the Commissioner's permission, make a return covering the period from January 1, 1918, to the date on which you closed your books, and thereafter for each period of 12 months.

3. If you make a return for a part of the calendar year 1918, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The dates on which the period covered by the return begins and ends, if other than the calendar year 1918, must be plainly stated at the head of the return; answers to questions 5, 6, and 7 must be given for that period; and the affidavit must be changed accordingly.

VI. PERSONAL AND FAMILY EXEMPTION.

1. If you were married and lived with your wife (or husband) or were head of a family in 1918, you may subtract from your net income, before calculating your tax, a family exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who received his chief support from you. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family in 1918, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who received his chief support from you.

3. If you were entitled to any of the foregoing exemptions during a part of the year only, you may claim as many twelfths of the exemptions stated as there were months in such part of the year. Any part of a month may be counted as a month.

4. The personal or family exemption must be reported on line 26, page 1 of the return, and must be supported by answers to questions 5, 6, 7, and 8.

5. A "head of family" is a person who is the chief support of one or more persons living in his household, who are closely related to him (or her) by blood, marriage, or adoption.

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated, in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector or deputy collector of internal revenue, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN SHOULD BE SENT.

Send your return to the collector of internal revenue for the district in which you live or have your principal place of business so that it will reach him on or before March 15, 1919. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, or pay it in person except at the office of the collector or a regularly established internal revenue stamp office.

3. At least **one-fourth** of the tax is due at the same time that this return is due.

4. An additional amount sufficient to bring the total payments up to **one-half** of the tax must be paid on or before June 15, 1919.

5. An additional amount sufficient to bring the total payments up to **three-fourths** of the tax must be paid on or before September 15, 1919.

6. The entire remainder of the tax must be paid on or before December 15, 1919.

7. If any payment is not made when due, the entire unpaid balance of the tax will become due 10 days after demand therefor by the collector.

8. If you pay in cash, do not fail to get a receipt at the time of payment. If you pay by check or money order, your canceled check or your money order receipt will serve as a receipt.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax When Due.

Five per cent of the amount due but unpaid, plus 12 per cent interest per annum for the time during which it remains unpaid.

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX.

SURTAX RATES FOR 1918.

Amount of net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000	----------	----------	60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	----------
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000	----------	----------
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	----------

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000	----------	----------
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	----------

SURTAX RATES FOR 1913-15.

$20,000	----------	----------
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	----------

CALCULATION OF SURTAX AT 1918 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000:

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918 rates (Item L, page 2, or Item 15, page 1, of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

1. ITEM.	2. Example: Net income $13,800.	3. Computation of surtax on Item 15, page 1 of the return
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$
2. Total surtax thereon shown in column C	190.00	$
3. Remainder of net income after subtracting Item 1, above	1,800.00	$
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$
5. Total surtax due (sum of Items 2 and 4)	280.00	$

Item 5, column 3, should be entered as Item 36, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates:

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (a) the next larger amount shown in column A of the 1917 surtax table, or (b) the amount of Item 18, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (a) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 18 is greater than the amount in column A of the 1917 surtax table referred to in (a) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 18.

Seventh: Enter in column 2 the amount of Item 18.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line **below** that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.	2.	3.	4. (Per cent.)	5.
1.	$	$	$		$
2.					
3.					
4.					
5.					
6.					
Total					$

The total of column 5 should be entered as Item 37, page 1 of the return.

NOTE.—If you received stock dividends taxable at 1916 or at 1913-15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 18 and 21 for 1916 and 21 and 24 for 1913-15.

2—8577

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART

INSTRUCTIONS FOR FILLING IN TAXABLE INCOME

If the form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(a) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction IV on the other side of this sheet.)

(b) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(c) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 21 your net income from farming, as shown by your "Schedule of Farm Income and Expenses."

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds, and other property not dealt in as a business should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 21, Schedule A.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—If inventories were taken at cost, write "C" on line 8, immediately before the amount column; if at cost or market, whichever is lower, write "C or M."

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for permanent improvements to property, or living and family expenses. Do not deduct interest on your own investment in your business, or salary or wages for your own services or the services of your family, unless these items are included as income in Schedule B or G.

Rent.—Report here rent for business property (not including rent for dwelling you occupy).

Interest.—Report here interest on business indebtedness, including indebtedness incurred to purchase or carry business property.

Taxes.—Report here only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Report here (a) ordinary repairs required to keep property in usable condition, (b) depreciation during the year on business property only to the extent not offset by repairs, replacements, or losses claimed as deductions in this or previous returns, (c) reasonable allowance for obsolescence (if any) of business property for which no deduction has been claimed elsewhere in this return or in any previous return, and (d) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs or replacements claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Any losses of property not used in your business, such as your dwelling or household furniture, should be reported in Schedule I.

The amount claimed for wear and tear or depreciation should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Do not claim depreciation or losses of articles that have been taken into your inventory at a figure reflecting the reduction in value.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see the income and profits tax regulations.

Bad debts.—Report only debts which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless, or if the deduction is based on a reserve, state specifically the basis on which such reserve has been computed. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected, the amount collected must be returned as income.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported in Schedule I.

Other expenses.—Do not include your personal exemption here. This is to be reported as Item 26.

Net loss.—If the net cost of goods sold plus other business deduction is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

If salary, wages, or other compensation was at the rate of $1,000 or more per annum, report it on a separate line, together with the occupation or position and employer's name and address. All other income from salaries, wages, commissions, etc., at a rate less than $1,000 per annum should be reported on a single line.

Do not report here pay, not exceeding $3,500, for active service in the Army or Navy (see Instruction III, paragraph 1, on the other side of this sheet). Report such pay in table 11, page 1 of the return.

Explain deductions in the space at the foot of page 2 of the return.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS.

Report your share (whether distributed or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust (if placed to your credit), not including the part of such share that consisted of dividends on stock of ordinary corporations (to be included in Item K (a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K (b), below), or (in the case of estates and trusts) interest on corporation bonds containing a tax-free covenant, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership whose fiscal year differed from the calendar year, assign to 1917 as many twelfths of your share of the partnership's income (except stock dividends and Liberty Bond interest received through the partnership) as the number of months of the partnership's fiscal year that fell in the calendar year 1917. Assign to 1918 the remainder of your share of the partnership's income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K (a) and K (b) below.

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

Use this schedule for all sales of real estate, and for sales of other property that you did not deal in as a business.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property or, if it was acquired before March 1, 1913, its fair market value on that date. Expenses incidental to the purchase may be included in the cost if never claimed in income-tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition if subsequent to March 1, 1913). (This is a deduction from cost, though treated for convenience as an addition to the sale price.)

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 4 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Amount of rent.—If you accepted crops or other property in lieu of cash rent, report the income as though the rent had been paid in cash.

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses and losses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed, the interest received must be reported in G. (The amount of tax paid by the debtor corporation is treated as a credit against the tax due. See Item 39, page 1 of the return.)

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other income not reported in Schedules A to F, except (a) dividends from corporations organized or doing business in the United States, which should be reported as Item K (a); (b) taxable interest on obligations of the United States, which should be reported as Item K(b); (c) receipts exempt from tax, as stated in Instruction III on the other side of this sheet; (d) partnership profits and stock dividends taxable at prior year rates (see items 12 and 14, page 1 of return).

State separately income from each source.

If you received any interest on bonds of foreign countries or corporations, or any dividends on stock of foreign corporations, submit with the return a schedule showing (a) name of country; (b) kind of obligations (whether national, state, or municipal obligations, or bonds or stocks of corporations); (c) amount of principal; and (d) amount of interest or dividends.

Deductions.—Explain deductions in the space at the foot of page 2 of the return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A, E, or G above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States. See Instruction III, page 1, for a list of obligations the interest on which is exempt.

Taxes.—Report here taxes on your dwelling and household property, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, or estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Explain such losses in table at foot of page 2 of return.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds the sum of your total net income (Item 24) and Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Other deductions.—Bad debts arising out of personal loans may be reported here. (See instructions for Schedule A, above.)

K (a). DIVIDENDS.

Stock dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should not be included in Item K (a), but should be reported as Item 12, a, b, and c, Item 14b, col. 4, and Items 14c and 14d on page 1 of the return.

Profits of personal service corporations should be included in C (except such part thereof as consisted of dividends of ordinary corporations and interest on obligations of the United States issued since September 1, 1917).

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

1. In order to ascertain the amount to be entered under K(b), refer first to Table 13 on page 1 of the return.

2. If any amount entered in column 6 of that table exceeds the maximum exemption for the same class of obligations (stated in column 7), then you must attach to the return a schedule showing in separate columns the following information for that class of obligations:

(a) Periods during which your holdings of that class of obligations remained unchanged (including your share of the holdings of partnerships, personal service corporations, estates, and trusts, and also any holdings the interest on which you reported as income for 1917, and on which you claimed exemption in your 1917 return).

(b) Amount of obligations held by you individually during each such period.

(c) Your share of the holdings of each partnership, personal service corporation, estate, and trust during each such period.

(d) Totals of amounts in columns **b** and **c**.

(e) Amount by which each amount entered in column **d** exceeds the maximum exemption for that class of obligations.

(f) Interest derived from each amount of principal stated in column **e**.

3. If any part of the interest reported in Table 13 was received through a partnership having a fiscal year falling partly in the calendar year 1917, the taxable interest received through such partnership should be calculated in a separate column **g** of the schedule. Enter in this column, for each period specified in column **a**, either (1) the amount entered in column **f** or (2) the interest on your share of the partnership's holdings (shown in column **c**), whichever is the smaller.

4. Enter as Item K (b), on page 2 of the return, the total of column **f** for all classes of obligations, less as many twelfths of the total of column **g** (if any) as the number of months of the partnership's fiscal year that fell in 1917. Enter the amount deducted as Item 14b (column 6) on page 1 of the return.

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

DETACH AND KEEP WORK SHEET AND INSTRUCTION SHEET

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000 FOR CALENDAR YEAR 1918

(DO NOT WRITE IN THIS SPACE)
Examined by
Audited by
FIRST PAYMENT
$
(Cashier's Stamp)

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

DAVID W. GRIFFITH (Name)
4500 SUNSET BLVD. (Street and number or rural route)
LOS ANGELES, CAL. (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $
13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) — In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17,000.—				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30,000.—				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47,000.—	$	$	$ 47,000.—	

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30,000.—

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	x x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) ~~Amount of~~ stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.		
15. Item L, page 2	$124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$124034	55

Total Net Income Subject to Normal Tax.		
AT 1918 RATES.		
25. Net income shown on page 2, Item J	$124034	55
26. Less personal exemption	1000	—
27. Balance	$123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	—
29. Balance subject to tax at 12%	$119034	55
AT 1917 RATES.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240	—
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$50532	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$50532	12
42. Amount of tax paid on submission of return	$11801	03

I swear (or affirm) that this return, including the accompanying schedules and statements (if any), has been examined by me and, to the best of my knowledge and belief, is a true and complete return in good faith, pursuant to the income tax law and regulations, of all taxable gains, profits, and income received by or accrued to me (or the person for whom this return is made) during the year 1918, and that all deductions entered or claimed herein are allowable by law.

(If return is made by agent, the reason therefor must be stated on this line)

Sworn to and subscribed before me this 22 day of May, 1919.

Belle Cohen
(Signature of officer administering oath)

NOTARY PUBLIC
NEW YORK COUNTY No. 262
NEW YORK REGISTER CO. 10222 (Time)
MY COMMISSION EXPIRES MAR. 30, 1920

David W Griffith
(Signature of individual or agent)

(Address of individual or agent)

2—6577

DETACH RETURN HERE AND SEND IT TO COLLECTOR OF INTERNAL REVENUE

RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer. 2. Business address: 4500 Sunset Blvd., Los Angeles, Cal.

3. Total sales and income from business or professional services $5,750 34 98

COST OF GOODS SOLD:		
4. Labor	$305 577	70
5. Material and supplies		
6. Merchandise bought for sale		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74
8. Plus inventories at beginning of year		
9. TOTAL	$569590	44
10. Less inventories at end of year	55240	47
11. NET COST OF GOODS SOLD	$514349	97

OTHER BUSINESS DEDUCTIONS:		
12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	—
13. Rent	25284	84
14. Interest on business indebtedness		
15. Taxes on business and business property	23091	11
16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
17. Bad debts arising from sales	6772	72
18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
19. TOTAL OTHER BUSINESS DEDUCTIONS	$64776	44

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS $577076 41

21. NET INCOME FROM BUSINESS OR PROFESSION ..... Loss $ 4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.
Director General	Self	$20000 —	$
Vice President	Epoch Producing Corp., 1476 Broadway, N.Y. City	5200 —	

NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4) ..... $25200 — $25200 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandell Spring Water Co. Bonds	1915	Albert L. Grey 95th Riverside Drive, N.Y.	$ 1000 —	$ 17000 —	$	$	
Western Gasoline Products Co.	1917	Company insolvent	—	1000 —			Loss
NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)			$ 1000 —	$ 18000 —	$	$	$ 17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Pictures		$	$	$	$	$	
"Birth of a Nation"	Epoch Producing Corporation	32447 76					
"Hearts of the World"	Famous Players Lasky Corp	104254 37					
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES 147769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$ 120 —	3. Losses by fire, storm, etc. (explain in table below)	$ 12537 31
2. Taxes paid or accrued	271 55	4. Contributions (explain below)	1206 29
5. Other deductions, if any (explain below)	$ 3600 —	TOTAL	$ 17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) ..... $ 124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) ..... $ 124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A16	Studio Equipment	1917-18	$ 52440 25	$	33 1/3	$	$ 17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A18 Royalty "Hearts of the World" paid to D. W. Griffith 5278.52
A18 Loss on Chemical Experimentation 3631.17
I 3 Loss on exhibition "Greatest Thing in Life"
Wages paid for operation of Ranch — No income therefrom as yet

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

DETACH AND KEEP WORK SHEET AND INSTRUCTION SHEET

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000 FOR CALENDAR YEAR 1918

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

DAVID W GRIFFITH (Name)

4500 SUNSET BLVD (Street and number or rural route)

LOS ANGELES CAL. (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

(DO NOT WRITE IN THIS SPACE)

Examined by

Audited by

FIRST PAYMENT

$

(Cashier's Stamp)

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria Los Angeles Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.)
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.		Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$	See instructions, page 2, under K(b).	$ Enter as 30, below.	x x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.			Total Net Income Subject to Normal Tax.			Calculation of Tax.		
15. Item L, page 2	$124034	55	AT 1918 RATES.			33. Normal tax of 6% on amount of Item 28	$ 240	
16. Item 12 (a)			25. Net income shown on page 2, Item J	$124034	55	34. Normal tax of 12% on amount of Item 29	14284	15
17. Item 14 (b), column 8			26. Less personal exemption	1000		35. Normal tax of 4% on amount of Item 32		
18. Total (Items 15, 16, and 17)	$124034	55	27. Balance	$123034	55	36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
19. Item 12 (b)			28. Amount subject to tax at 6% (not over $4,000)	4000		37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
20. Item 14 (c)			29. Balance subject to tax at 12%	$119034	55	38. Total tax	$50532	12
21. Total (Items 18, 19, and 20)	$124034	55	AT 1917 RATES.			39. Tax paid at source (2% of amount of Item F, page 2)		
22. Item 12 (c)			30. Amount of Item 14 (b), column 7	$		40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
23. Item 14 (d)			31. Balance of personal exemption not used above (Item 26 minus Item 25)			41. Balance of tax due (Item 38 minus Items 39 and 40)	$50532	12
24. Total net income (Items 21, 22, and 23)	$124034	55	32. Balance subject to tax at 4%	$		42. Amount of tax paid on submission of return	$11801	03

I swear (or affirm) that this return, including the accompanying schedules and statements (if any), has been examined by me and, to the best of my knowledge and belief, is a true and complete return in good faith, pursuant to the income tax law and regulations, of all taxable gains, profits, and income received by or accrued to me (or the person for whom this return is made) during the year 1918, and that all deductions entered or claimed herein are allowable by law.

(If return is made by agent, the reason therefor must be stated on this line)

Sworn to and subscribed before me this 22 day of May, 1919.

David W. Griffith (Signature of individual or agent)

Belle Cohen (Signature of officer administering oath) Notary Public My Co. No 292 Nat Reg. Co. 10728 My Commission Expires May 30/20 (Title)

(Address of individual or agent)

2—8577

DETACH RETURN HERE AND SEND IT TO COLLECTOR OF INTERNAL REVENUE

D. W. GRIFFITH COLLECTION. MUSEUM OF MODERN ART FILM LIBRARY

RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business Motion Picture Producer 2. Business address 4500 Sunset Blvd Los Angeles, Cal

3. Total sales and income from business or professional services $571034 18

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$305527 20		12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	
5. Material and supplies			13. Rent	2528 4 84	
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062 74		15. Taxes on business and business property	2309 11	
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480 08	
9. Total	$569590 44		17. Bad debts arising from sales	6772 72	
10. Less inventories at end of year	55340 47		18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879 69	
11. Net Cost of Goods Sold	$514349 97		19. Total Other Business Deductions	$64726 44	

20. Net Cost of Goods Sold Plus Other Business Deductions $579076 41 Loss

21. Net Income from Business or Profession $4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. Occupation.	2. Name and Address of Employer.	3. Gross Income.	4. Deductions, if any.	
Director General	Self	$20000	$	
Vice President	Epoch Producing Corp 1476 B'way N.Y. City	5200		
Net Income from Salaries, etc. (total of column 3 minus total of column 4)		$25200	$	$25200

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. Kind of Property.	2. Year Acquired.	3. Name and Address of Purchaser or Broker.	4. Sale Price.	5. Original Cost or Market Value March 1, 1913.	6. Cost of Subsequent Improvements, if any.	7. Depreciation Subsequently Sustained.	
Crandall Spring Nat'l Co Bond	1915	Albert L Gray 95th Riverside Drive N.Y.	$1000	$17000	$	$	
Western Arabian Products Co	1917	Company insolvent		1000			Loss
Net Profit from Sales (total of columns 4 and 7 minus total of columns 5 and 6)			$1000	$18000	$	$	$17000

E. INCOME FROM RENTS AND ROYALTIES.

1. Kind of Property.	2. Name and Address of Tenant, Lessee, Etc.	3. Amount of Rent and Royalties.	4. Repairs, Wear and Tear, Obsolescence, Depletion, and Property Losses.	5. Interest.	6. Taxes.	7. Other Expenses (Explain Below).	
Motion Picture		$	$	$	$	$	
"Birth of a Nation"	Epoch Producing Corporation	32447 76					
"Hearts of the World"	Famous-Players-Lasky Corp	104254 37					
Net Income from Rents and Royalties (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. Gross Income.	2. Deductions, if any.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909		
4.			
5.			
Net Total (total of column 1 minus total of column 2)	$	$	$ 909

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120	3. Losses by fire, storm, etc. (explain in table below)	$12537 31	5. Other deductions, if any (explain below)	$3600
2. Taxes paid or accrued	271 55	4. Contributions (explain below)	1206 29	Total	$17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $_____; received through partnerships, personal service corporations, and fiduciaries, $_____ Total $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2)

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. Refer to "A," "E" or "I."	2. Kind of Property (if Buildings, State also Material of which Constructed).	3. Year Acquired.	4. Cost of Property (or Market Value March 1, 1913).	5. Repairs (not Offset by Claims for Wear and Tear and Losses).	Wear and Tear, Obsolescence, and Depletion Charged Off. 6. Rate.	7. Amount Previous Years.	8. Amount this Year.	Losses not Compensated for by Insurance. 9. Cause of Loss.	10. Amount of Loss.
A-16	Studio Equipment	191718	$52440 25	$	33 1/3	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A-18 Royalty "Hearts of the World" paid to H.M. Bitzer $278.52
A-18 Loss on Chemical Experimentation 3631.17
I 3/4 Loss on exhibition "Greatest Thing in Life"
I 5 Wages paid for operation on Ranch - No income therefrom as yet.

TREASURY DEPARTMENT
U. S. INTERNAL REVENUE SERVICE
Form 844—Revised March, 1924
Approved by Comptroller General U. S
Feb. 9, 1924

Washington, D. C.

NOTICE OF REFUND

Ind. Income Tax Sixth District of California.

NOV 15 1924

Allowed, $1,664.00

Schedule No. 10790

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Interest on refund $486.94

TAXABLE PERIOD	TAX PAID		ASSESSED ON LIST				REFUNDABLE	
	Date	Amount	Year and month	ACCOUNT No. OR Page	Line	Amount	Reduction of tax	Excess payment
1918	4/15/19	$11801.03	1919	307607		$47,204.12		$1,664.00
	6/16/19	13465.03						Adjusted to
Form No	9/15/19	12633.03	amended Return →			3,328.00		January M
	12/11/19	12633.03						580248
1040	6/16/19	1664.00						1923 List.

Refund is due for the following reasons:

The records of the Department show that you were assessed $47,204.12 on your original income tax return for the year 1918, and $3,328.00 additional tax on amended return, making a total assessment of $50,532.12. As your account has been credited with $52,196.12, the excess payment amounts to $1,664.00

Included in the accompanying check is interest in the amount stated above.

A Treasury check for the amount refundable, as indicated by the foregoing, is transmitted herewith.

Respectfully,

J. E. Bright

Deputy Commissioner.

GOVERNMENT PRINTING OFFICE

2—11715

Vo # 8856 $ D4-231A 118.00 D7-231A 118.00 C6-231a 7866
9072 D4-231a 802.00

May 22, 1919.

Expenses incurred in presenting "BROKEN BLOSSOMS" in New York, not including the salaries of those engaged in the New York work from the Los Angeles Studio.

Ac Rec Vchr #				
318	4-23	- 2 RR Tickets to NY, Lloyd & Gottschalk	$314.66a	Ac Pay Vchr 8856 *
319	5-5	- 4 " " " Mr. Griffith, Miss Wiener, Mr. Wortman, " Barthelmess	802.00b	Ac Pay Vchr 9072 Chgd to D4-231a
320	5-5	1 RR Ticket to NY, Mr. Bitzer	195.86d	Ac. Pay Vchr # 9115
"	5-5	- 1 Gross Cherry Blossoms	54.00d	" " 9203
"	5-17	- Cartage Victrola Boxes from 413 BdWy.....	1.50d	" " 9343
"	5-17	- 1 RR Fare to NY - C. D. Elinor	119.26d	" " 9385
"	5-7	- Express on 7 Boxes Orange Blossoms	56.37d	" " 9588
307		Cash Advanced D. W. GRIFFITH	250.00k	Ac Rec Vchr 307
321		" " Miss Wiener ..... cash advanced to Miss W for tips etc	50.00c	
307		" " Bitzer	100.00k	Ac Rec Vchr 307
320		" " Wortman ... $100.00 28.50 Less Cash Ret'd	71.50d	Ac Pay Vchr 9481
321		" " C. D. Elinor	35.00c	PC Vchr 569 chgd to D6-231a
321	4-28	" " J. J. Lloyd	500.00c	Ac Pay - J Lloyd Jr # 242
			$2550.05	

* Chgd to D6 231a 118.00 D7 231a 118.00 C6 231a 7866 = 314.66

May 23, 1919.

J. W. Kays Company,
518 Metropolitan Bldg.,
Los Angeles, Calif.
- Attention Mr. Schallenberger.

Dear Sir:

Am attaching hereto copy of a letter we received from the Ocean Accident & Guarantee Corp. in regard to one of our cases.-

We have been paying premiums on accident and compensation insurance for the past year and a half and I don't believe you have been called upon to adjust a single claim for us. We now have a case on our hands which the Ocean company appears to be determined to avoid handling. We tried using services of Dr. H. L. Furry and received such unsatisfactory treatment that I made arrangements with Dr. Howard Moffitt, who handled all our influenza cases.

When Mr. Harper was injured I immediately called Dr. Moffitt and asked him to call on Mr. Harper. Before Dr. Moffitt arrived Mr. Harper's wife called at the studio and our cashier not knowing I had already made arrangements with Dr. Moffitt called up the office of Dr. J. R. French, - and before the day was over both doctors had called upon Mr. Harper.

It now appears that the Ocean Company are trying to avoid handling this case. We have not presented our claim as yet, but we have the bill of the California Hospital amounting to $30.75, as it became necessary to send Mr. Harper to the hospital to have his shoulder properly attended to.

Please advise whether or not we are to derive any benefit from our compensation insurance, which costs us a nice little fortune every year.

Yours very truly,

D. W. GRIFFITH STUDIO

ECB/BB

Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

1126 Richmond Hill

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
PHILADELPHIA, PA.

Port Washington

May 23/19

My dear Mr. Bangshaf

My engineer friend has just telephoned that the owner of the L. I. lands is very low. The son a Colonel just about to land cannot be expected to act immediately on landing but will he believes give the price of land very promptly

I will arange to have this property shown you if the price seems right

as soon as Mr. Provost phones me. His understanding is that if your Co. purchases two percent will be paid him as a fee for report on engineering features, sanitary arrangements &c this to include all brokerage.

Very truly yours

R. N. Creyghton

It will be best for you to communicate more directly with

A. J. Provost Jr.
Consulting Engineer
39 W 38th St
New York

St Anna South Side
2. West of S. Church St.
Cooper ave

D. W. GRIFFITH COLLECTION
MUSEUM OF MOD-

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

May 24th, 1919.

Mr. E.C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

My dear Mr. Bidwell:

Have your favor of the 23rd instant, in reference to the Ocean's action regarding Mr. Harper's case, this matter will have my immediate attention.

Unfortunately the Compensation Law permits the Insurance Companies to name their own Medical Staff and they have the privilege of forcing a person to go to their Doctors if they so desire, the State does the very same thing but I feel quite sure that this matter can be remedied.

Confidentially I am trying to make arrangements with a Company and it might be possible we are to take the General Agency of the Company ourselves under a separate name in order to secure enough brokerage business to help pay the over head expense.

I am very much afraid that the Ocean has built up such a tremendous business in Southern California that it almost has gotten beyond them. I regret very much the trouble this is causing you and you can rest assured that we will do everything to have it straightened out to your satisfaction.

Yours very truly,

J. W. KAYS COMPANY, INC.

By C. A. Schallenberger

CAS:HB

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

May 24, 1919

Mr. E. C. Bidwell,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Dear Mr. Bidwell:

I enclose a check for $656.28 as profit on "Battling Jane"; also check for $3502.10 applicable to "The Greatest Thing in Life". A few days ago I sent you check for $4405.37 applicable to the last named. This was sent you without any letter, hence I mention it here.

Will you be good enough to acknowledge receipt of the various checks I send you so that I may know they reach you safely and in the event of their not reaching you, I can immediately stop payment here.

I have gone into the question of extra prints, and find that all the extra prints which the Famous Players-Lasky have charged to the "D" and "C" series of pictures are exactly in accordance with the cash receipts as shown on your various cash receipt reports, with the following exceptions:--

"Great Love"	Feb. 1	$ $643.70
" "	Mar. 1	$ 55.12
"Battling Jane"	Jan. 25	$12,943.00

The above amounts do not quite correspond to the amounts charged on the reports of the Famous Players-Lasky, but the difference is not very much, and as soon as I have a chance I will get a correct reconciliation with these figures.

The principal differences in these amounts are caused by the fact that whereas the amounts appear on your cash reports as having been received by the F.P-L at your end and represent the total cost of these prints but ~~the fact is that Mr. Griffith is entitled to pay only 65% of the amount which you received from the F.P-L.~~ but the amounts shown on the F.P.L. Corp statements represent only 65% of the amount which you receive from their Los Angeles office.

For instance, if you receive a check for $100. from F.P-L. for extra prints, the picture will be charged with only $65. However, up to March 1, they charged the full amount of the prints to Mr. Griffith's 65% share, but reference to the statement of March 1 will show you that they have given us credit for 35% on all the prints theretofore charged in full.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

(See red ink figures on report of March 1 "D" series.)

You wired me some time ago to the effect that according to contract Mr. Griffith was only to furnish 75 prints, and was to pay nothing for extra prints. You were in error in this respect, and I refer you to ~~page~~ paragraph 6 of the Contract which distinctly says that Mr. Griffith is to furnish additional and parts of prints, but the contract specifies that the payments for these prints were not to interfere with the full payment of the guarantee.

Therefor the charge by the F.P-L. of 65% for all extra prints is correct. I have explained this to Mr. Griffith here, also to Mr. Banzhaf who now understand this matter thoroughly. The charge for these extra prints is quite correct but so long as it does not interfere with the payment of the guarantee at the end of six months. This you have received in full for the"Great Love" with the exception of an item amounting to $260.89 regarding which I wired you May 22. F.P-L claim that they paid you for the 75 prints $17,760.89, whereas you claim you received only $17,500. I have no doubt that by the time this letter reaches you, this matter has been straightened out.

I have made arrangements to watch all the charges which the F.P-L. make for extra prints, and I will compare them carefully with the amounts as shown on your various weekly cash receipt statements, and any difference will be adjusted immediately at this end. So you may rest assured that everything will be taken care of here, as matters like these can not be handled by correspondence at such a distance, and it certainly would not do for you to try to adjust these differences and for me to try to do it at this end also: this would lead only to confusion instead of keeping things straight.

With best regards, I am,

Very truly yours,

E/I

No. 2 Statement of Receipts and Expenditures of the Broken Blossoms for the Week Ending May 24 1919

MONTH	DAY	TOWN or CITY	SHARE %	PERFORMANCES	GROSS	CO. SHARE
				Sunday Matinee	347	
				Sunday Evening	1068	
				Monday Matinee	310	
				Monday Evening	1079	
				Tuesday Matinee	479	
				Tuesday Evening	1129	
				Wednesday Matinee	480	
				Wednesday Evening	1110	
				Thursday Matinee	442	
				Thursday Evening	1125	
				Friday Matinee	382	
				Friday Evening	1070	
				Saturday Matinee	785	
				Saturday Evening	1202	
					11008	

VOUCHERS PAID	NO.	AMOUNT
Printing		25805
Newspapers		
Electric ~~Sign~~ Lights		10635
Other Advertising		57'56.55
Railroad		
Transfer Expense		2
~~Agent's Expense~~ Bill posting		59'435
Agent's Expense		
~~Manager~~'s Expense		171102
Express and Freight		
Company Salaries		390341
~~Property Dept.~~ Theatre		9184
~~Electrical Dept.~~ Stage		12963
~~Carpenter Dept.~~ Picture		22417
Wardrobe		
Office Expense		200
~~Telegrams~~ Copy Music		3334
~~Telephones~~ Rent		2000
~~Royalty~~ Programmes		12750
		1483821

VOUCHERS UNPAID	NO.	AMOUNT
Printing		
Newspapers		
Electric Sign		
Other Advertising		
Railroad		
Transfer Expense		
Agent's Expense		
Agent's Expense		
Manager's Expense		
Express and Freight		
Company Salaries		
Property Dept.		
Electrical Dept.		
Carpenter Dept.		
Wardrobe		
Office Expense		
Telegrams		
Telephones		
Royalty		

OTHER EARNINGS

Railroad

Fines

Orchestra

Total Cash Receipts or Gross Earnings for the week	11008	
Less Vouchers paid in cash as per list	1483821	
Cash Balance for the week carried down		
Add Unpaid Vouchers as per list		
Loss or ~~Earnings~~ for the week		383021

SUMMARY OF EARNINGS

Net Loss ~~or Earnings~~ as shown on last week's Statement	1521313
Net Loss ~~or Earnings~~ on this week's Statement	383021
Net Loss ~~or Earnings~~ for season ending this week	1904334

I hereby certify the above statement is correct,

Manager

In making up the list of Vouchers, use the ones printed on yellow for paid, and use the ones printed on white for unpaid bills. Give any particulars you may think will be needed for bills paid from home office, that there may not be any delays in making payments. When in doubt as to the proper distribution of a bill, list it under Sundries and endorse upon the bill for what use it was purchased. Any bills not purchased directly by the Manager, have them signed by the party purchasing over their title.

MANAGERS MUST SIGN STATEMENTS AND O. K. VOUCHERS

MANAGER'S STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Manager's Cash Balance brought forward from last week

Cash Balance for this week brought down

Cash Received from at

DEDUCTING

Vouchers Unpaid ..... Paid this week

Item Week No.

Item Week No.

Item Week No.

Cash remitted to from

Cash Balance carried to next week's Statement

c 5/25/19

D. W. GRIFFITH

PRESENTS

"TRUE HEART SUSIE"

Directed by D. W. Griffith Story by Marion Fremont Photographed by G. W. Bitzer

The Story of a Plain Girl

An ARTCRAFT Picture

Paramount Pictures

FAMOUS PLAYERS-LASKY CORPORATION
ADOLPH ZUKOR Pres. JESSE L. LASKY Vice Pres. CECIL B. DE MILLE Director General
NEW YORK

ARTCRAFT PICTURES

Questions We Are Often Asked

Q. What is this press book for?

A. To show you how to make a large profit on the picture it exploits, by means of publicity and advertising.

Q. How can I get publicity for my theatre?

A. By going to the editor of your paper and making arrangements with him to (a) give you space in his reading columns in proportion to your advertising space; (b) by convincing him that his people want to read news about motion pictures.

Q. How can I convince him of that?

A. Tell him that there are 40,000,000 motion picture "fans" in this country, and tell him what proportion of the 40,000,000 are yours. You can do this from your box office records. His judgment will tell him that these people want to know what's what in moving pictures.

Q. Will he want anything but the publicity stories?

A. Yes. He will want good cuts to illustrate them with. Show him pages 2-4-6-8 of this book, and allow him to select those that he believes he can use. Ask him whether he wants them in electro or mat. form.

Q. Have you any cuts in which an illustration and a story are combined?

A. Yes. See the "story mat." shown in this book. These are made up by an expert newspaper man in such a way that they will be desirable for any publication that can use mats. You can get these mats from your Exchange free. They mean extra publicity for you, aside from the material you furnish on specific releases.

Q. What is a mat?

A. A mat. is a papier mache mould from which the plates used in printing newspapers are made. It needs a special machine to make these plates, and you should make sure that your paper has one before you order mats.

Q. What is an electro?

A. An electro is a metal plate from which programs, circulars and small newspapers are printed. Order electros for your newspaper when it is a small shop that cannot use mats.

Q. Do you ever send publicity stories or mats. to newspapers?

A. No. We used to, but we allow exhibitors to take care of their own publicity now, both for specific pictures and for general purposes.

Q. What do you mean by "for specific pictures?"

A. The advance stories and current stories that are in this book. They are to interest your people in your current attraction.

Q. What do you mean by "for general purposes?"

A. The publicity that does not specify a particular picture, but which gives news of the motion picture stars in general. This has a cumulative effect that is sure to heighten the interest in pictures in general and is bound to be profitable.

Q. Why do you ask me to place this general publicity with the papers?

A. Because you can select timely matter and tie it up with your current attraction. We cannot do this from a New York office.

Q. Do editors want long or short stories?

A. They want both. Take long stories to the editor when you order your advertising. Send "shorts" from the page headed "Publicity Notes for Live-Wire Exhibitors." Keep him well supplied with the "shorts," so that whenever he has a little room at the bottom of a column he can run one of them in.

Q. Where can I get the accessories listed in this book?

A. At your Exchange.

Q. When do I get accessories at your New York office?

A. Never. When you send to us we are compelled to re-forward your order to your Exchange, because we have no accessories in New York.

Q. What do you charge for accessories?

A. Some of them are furnished without charge. Others are furnished at the actual cost to us. Mats are always free. For list of prices, see another page of this book.

(We intend to revise this list of questions frequently, keeping it up to date. Watch for it. It may answer the very question that is on your mind. If you have any questions to ask, send them along. We will answer you by mail and repeat the question and answer on this page.)

EXHIBITOR'S PRESS BOOK

CHARLES KENMORE ULRICH, Editor.

PRESS STORIES

FAMOUS PLAYERS-LASKY CORPORATION

AD CUTS and MATS

Editorial Chats with Exhibitors on David W. Griffith's Latest Artcraft Picture, "True Heart Susie"

RECOGNIZED as one of the leading figures of the motion picture world, David Wark Griffith is widely known as a producer of high grade cinema spectacles. He created "The Birth of a Nation", "Intolerance," "Hearts of the World," "The Great Love," "A Romance of Happy Valley," and "The Girl Who Stayed At Home." All of these productions are superb box office attractions and exhibitors need not be told that they have distinct drawing power.

David W. Griffith, Producer

AMONG the great producers of the world, there are few, if any, whose grasp of the technique of their art is more profound than that which distinguishes all of David W. Griffith's productions. Mr. Griffith long ago demonstrated his artistry and mastery of cinema technique, but in none of his pictures are these qualifications more delightfully in evidence than in his latest Artcraft picture "True Heart Susie." This is a charming theme delightfully handled, and it doubtless will win the esteem of an appreciative public. That it will be acclaimed a pastoral classic second only in beauty of thought and action to "A Romance of Happy Valley" seems to be assured.

Lillian Gish, Leading Woman

LILLIAN GISH, who plays the leading role in "True Heart Susie," is a charming actress who has an enormous following all over the country. She has appeared in many of Mr. Griffith's productions and her artistry is as exquisite as it is captivating. Miss Gish has a winsome personality and reinforced as it is by mimetic talents of the highest order, it is no wonder that under the tutelage of Mr. Griffith she should be hailed as one of the most finished screen artists in the world.

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Inside Back Cover Paper
Back Cover Roto One Sheet

Marion Fremont, Author

MARION FREMONT, author of "True Heart Susie" is a recognized writer of exceptional cleverness as her latest effort amply proves. Miss Fremont has done exceptional work in the past and her latest achievement ranks among her best.

An Appealing Story

SUSIE MAY TRUEHEART, an awkward, straightforward, truehearted school girl of Hoosier county, loves with wondrous loyalty William Jenkins, a boy neighbor. She watches him adoringly at school and she suffers severely when she is compelled to go above him in the spelling class, because she is a better speller than he. One day a politician promises to give the boy a start in life, and he and Susie await the fulfillment of the promise which never comes. Susie decides that she will send William to school herself, for she wants the man she marries to be educated. The accumulated butter and eggs money is devoted to that purpose and William goes away to school, quite unaware of the sacrifices Susie is making for him. He goes through college and is ordained minister. Through the years Susie treasures his few letters to her. Appointed to the pastorate of the village church, William returns home and falling in love with Betty Hopkins, a light-headed beautiful butterfly from the next town, he marries her. Hiding her heavy heart beneath a smile, Susie carries flowers to the happy couple at the wedding. William soon discovers that Betty is not his real helpmate and he vaguely realizes that Susie alone has roused love in his breast. Betty is a little unfaithful and contracting a cold while attending a dance with Sporty Malone, she dies before she is able to confess to William that Susie had protected her for his sake. In time, William and Susie come to an understanding and both find their long-delayed happiness.

Admirable Support

AS usual, Mr. Griffith has provided an exceptionally clever cast of players for this production. Robert Harron, a player of unusual ability, plays opposite Miss Gish, while Clarine Seymour, who won fame as "Cutie Beautiful" in "The Girl That Stayed At Home," has the role of Betty Hopkins, a girl wife. Others in the cast include Loyola O'Connor, Walter Higby, Kate Bruce and Raymond Cannon.

W. G. Bitzer, Photographer

ONE of the best known cameramen in the country is W. G. Bitzer, who long has been identified with the Griffith producing organization. Mr. Bitzer has photographed many of Mr. Griffith's successes, but his skill never has been displayed to better advantage than in "True Heart Susie."

Production Cuts, Actual Size and Screen, Just As They Will Appear In Your Newspapers.

Lillian Gish in
D.W. GRIFFITH'S
"True Heart Susie"
An ARTCRAFT Picture

If you want to use any of the illustrations on this page in your publicity or advertising, tell your Exchange to send you "Production Cuts No. (as indicated beside each illustration) illustrated on page 2 of the 'True Heart Susie' press book."

916 917

Your printer can easily saw off the lettering and substitute type therefore if you want him to.

Clarine Seymour in
D.W. GRIFFITH'S
"True Heart Susie"
An ARTCRAFT Picture

911

ROBERT HARRON and LILLIAN GISH in
D.W. GRIFFITH'S "True Heart Susie"
An ARTCRAFT Picture

THE WOMAN WHO WAITS

She is the Central Character of David W. Griffith's Great Artcraft Picture

"TRUE HEART SUSIE"

Does Man or Woman Do the Wooing? * * * Is There Anything More Brutal than the Treatment Civilization Gives to Womanhood? * * * "True Heart Susie" is Dedicated to the Plain Women of the World.

WHICH stands the best chances of getting married? Which does a man choose for a wife? The painted and powdered, fluffy, short-skirted, silk-stockinged coquette, or the plain honest to goodness, true-hearted girl?

Since the beginning of time men have told women that the honest heart and plain simplicity mark the kind of girl a man wanted for a mate. Does he mean this, or does he only think he means it? Does the plain, real girl, following out her duty through life to God and man win the best husband?

Have you read the story of how many chorus girls have made brilliant matches? Not that there may not be plenty of good girls in the chorus, but when she is, does she not know that fluffy ruffles and gaudy clothes mean more to a man's heart than sweet simplicity? This is the subject of "True Heart Susie."

Another point—does man or women do the wooing? "True Heart Susie" is dedicated to the plain women of the world—just the ordinary, honest to goodness girls—the women of this day of modern civilization.

In theory, a woman is free to marry whom she pleases. Is this the truth? In the first place there are many more women than men in the world. In what sort of an environment does civilization put a young girl? Childhood past—womanhood—all the old, primitive cry of womanhood that screams within her—to love and to be loved—that cannot be drowned by all the preachments, the philosophies and religions created since the dawn of time until the last speck of life left on this earthly planet. Say it, preach, talk what we will—nature must have her way. To attempt to stop this is death or perversion. Is there anything more brutal in the world than the treatment civilization gives to womankind?

The Woman that Waits—From New York to California, through all our civilized globe—the woman is taught she must wait—it is the man who must make the advances. Suppose you were an ordinary, plain girl—what chance do you stand of marrying the man of your choice? You have no more choice than a weed in an ordinary garden that desires the sun.

On front porch and back porch, in church and on sidewalks you may see the millions searching after happiness. For women, the greater part of this means the right man—where is he? You sit on the porch in any one of the thousand country towns from Maine to California and wait for the man to come—and wait, and wait.

They go by—the ones that you would like—it is a free country; you have your choice. But how, in the name of God, are you going to make that choice? Most of them either keep on waiting and he never comes, or else take some poor pitiful, stunted, weak-kneed, sway-backed, imitation of her ideal and, holding this poor pitiful excuse of humanity close to her heart goes on through the rest of her life lying to herself that this is the ideal creature.

The Woman That Waits—the heroine in "True Heart Susie" is one of these girls—just a sweet, ordinary girl who hasn't the money to buy clothes she would like, with a heart as big as humanity, palpitating with sweetness, love and self-sacrifice, but the heart is hidden behind plain clothes, beneath an ordinary exterior. What man in the world has eyes keen enough to look through this and see the beauty of the human heart?

Wars may come and wars may go, but the search for happiness, the search for love, goes on forever—and no battle more pitiful, no struggle more heart-rending, no tragedy deeper than that in the little, sweet, tender heart of the woman who waits.

Could you look into this heart you might see more sacrifices, more beauty, more God, than is enthroned in all the religions of the world. Laugh at religion, if you will, laugh at the stars if you are so pitifully low, laugh at the moon or a child's face or a dying deer, or a man being crucified, but don't, if you value your soul's salvation, laugh at a woman that has been denied all life, whom we vulgarly call "an old maid"—one of those who have waited.

Production Cuts, Actual Size and Screen, Just As They Will Appear In Your Newspapers.

Lillian Gish in D.W. GRIFFITH'S "True Heart Susie"
An ARTCRAFT Picture
913

When you order this illustration for your news columns tell your Exchange that you want "Production Cut No. 914, illustrated on page 4 of the 'True Heart Susie' press book." Specify whether you want an electro or a mat.

When you order this illustration for your news columns tell your Exchange that you want "Production Cut No. 913, illustrated on page 4 of the 'True Heart Susie' press book." Specify whether you want an electro or a mat.

Your printer can easily saw off the lettering and substitute type therefore if you want him to.

LILLIAN GISH and ROBERT HARRON in
D.W. GRIFFITH'S "True Heart Susie"
An ARTCRAFT Picture

Cast and Story of "TRUE HEART SUSIE"

For use of Exhibitors in Their House Organs or for General Publicity in the Exploitation of David W. Griffith's Latest Photoplay

An Artcraft Picture

David W. Griffith's New Artcraft Picture, "True Heart Susie", Beautiful Pastoral Romance Exerting Intense Heart Appeal

Dainty Lillian Gish Has Leading Role and Clarine Seymour and Robert Harron Have Ideal Parts in This Exceptional Photoplay by Famous Producer

SUSIE MAY TRUEHEART, a delightfully awkward, straightforward, true hearted girl of Hoosier county, loves, with steadfast loyalty, William Jenkins, her boy neighbor across the way. At the little country school house she watches, adoringly, his every move, and suffers untold agonies when, because she is a better speller, she has to go above him.

A small, live politician, looking after his fences as he passes through the town, calls William a bright lad, and half promises—in his desire to impress the simple country folk—to give the boy a start in life. Through the months that follow, William and Susie await the fulfillment of the promise that was not made to be kept, looking for the letter that never comes.

At last Susie decides for herself that William must not be disappointed; she determines that the man she is to marry must be educated; William is the man she is going to marry; she herself will send him to school.

She confides her plans to the spinster aunt with whom she lives. Auntie is quite unenthusiastic. But since the farm and everything on it was left to Susie by her mother, the girl has her way. The accumulated butter and egg money, the small amounts saved for luxuries, finally the cow, go to swell the fund that is to give William his start.

Of all these sacrifices, William knows nothing. When at last a letter arrives with money orders and a receipt from the nearby country college for a year's tuition, he takes it for granted—through his transports of delight—that the gift is from the self-styled philanthropist of the year before.

"TRUE HEART SUSIE"

The Cast.

Susie May Trueheart.....Lillian Gish
Her Aunt.....Loyola O'Connor
William Jenkins, a Minister.....Robert Harron
His Father.....Walter Higby
Betty Hopkins, a Girl Wife.....Clarine Seymour
Her Aunt.....Kate Bruce
Sporty Malone.....Raymond Cannon

William goes through college. He is ordained a minister. Through the years Susie waits for him, wholeheartedly, treasuring each of the few letters that he sends her, and finding crumbs of comfort in such noncommittal phrases as: "So far, I haven't met anybody I like better than the people at home."

It is after William's return home that Susie's life tragedy occurs. The young man, self-consciously important as the newly appointed minister of the home church, falls head-over heels in love with Bettina Hopkins, a light-headed little butterfly from the next town, and marries her. Hiding her heavy heart beneath a smile of sacrifice that illumines her serious little face, Susie carries flowers at the simple country wedding.

Following the marriage, matters at the parsonage do not progress smoothly. William finds that the girl of his dreams is a different being in real life. Curl papers take the place of curls, and interest in stories drive out interest in preparing meals. Vaguely, William realizes that he has made a mistake—that in Susie, and not Bettina, he might have found his true mate.

But it is too late now. Sadly, when he finds Susie looking at some letters in a hidden nook, he asks her if she is thinking of getting married, and advises her to be sure and find the right man. He fails utterly to sense that the letters Susie is reading, are his own—letters from the only man she can ever love.

Bettina sees occasionally, members of the little fast set of the near-by town, whom she knew before her marriage. She dances with a former beau, Sporty Malone, and receives his kisses. But when William returns unexpectedly, convinces him that he was entirely mistaken in what he thought he saw. Later, Bettina attends a dance with Sporty and is caught in the rain on the way home, only to find—drenched and shivering—that she has lost her key and cannot get back into the house unobserved. In desperation she goes to Susie and is taken in for the night. Susie torturing her own heart, keeps Bettina's secret—and again William is deceived.

But the cold proves serious. It settles in the girl-wife's lungs, and dances poor Bettina down into the Shadowy Halls of death. With her last words she tries to confess to William, but is unable, even then, to tell him the truth, dying as she had lived, a little unfaithful.

After she has passed away, William begins the mistaken task of enshrining her in his memory—to the exclusion of any other love. Then, in time, he learns the truth that Bettina was—what she was; that Susie is—what she has always remained.

So Susie at last comes into her own.

912

Clarine Seymour *in a scene from*
D.W. GRIFFITH'S "True Heart Susie"
An ARTCRAFT Picture

When you order this illustration for your news columns tell your Exchange that you want "Production Cut No. 912, illustrated on page 6 of the 'True Heart Susie' press book." Specify whether you want an electro or a mat.

918

Lillian Gish *in*
D.W. GRIFFITH'S
"True Heart Susie"
An ARTCRAFT Picture

When you order this illustration for your news columns tell your Exchange that you want "Production Cut No. 918, illustrated on page 6 of the 'True Heart Susie' press book." Specify whether you want an electro or a mat.

Your printer can easily saw off the lettering and substitute type therefor if you want him to.

PUBLICITY NOTES FOR LIVE-WIRE EXHIBITORS

For Newspapers and House Programmes

MR. EXHIBITOR:—On this page are just the kind of news items the motion picture editors of your local newspapers WANT and WILL PRINT at any time. Send a column of this page to each of your two or more important newspapers. If you prefer it, have your stenographer typewrite the stories and insert the name of your theatre in each item and then send them to the motion picture editors. THIS MEANS DESIRABLE PUBLICITY FOR YOUR THEATRE AND ATTRACTIONS.

These items also may be used to advantage in your house programme.

Exclusive Stories
For Photoplay Editor
From.....Theatre

A GREAT revival of magic and the art of illusion is at hand, Houdini, hand-cuff king and president of the Society of American Magicians and of the Magicians' Club of London, told the conjuring fraternity of Los Angeles at their dinner in his honor. At this banquet of the Los Angeles Society of Magicians —arranged after announcement of Houdini's presence at the Famous Players-Lasky studio for a special picture—the famous illusionist astonished the sophisticated professionals with remarkable feats of legerdemaine. His new picture, not yet titled has been finished under direction of Irvin Willat.

* * *

"Across France With The Yankee Gas Hounds" is the title of a new Paramount-Burton Holmes travelogue. This picture, especially timely because of the return of thousands of soldiers who saw service with the Motor Transport Service overseas, takes the spectator through the beautiful parts of France which were routes for American trucks during the war. Mr. Holmes makes his trip from "An American Port In France", through historic French cities and shows remarkable views of the splendid castles built by French knights.

* * *

Booth Tarkington, the author, released film rights on "The Gentleman From Indiana" only on condition that his old crony, Dustin Farnum, star as the fighting Hoosier editor. The results proved that Mr. Tarkington's choice was not only a matter of sentiment but a matter of keen insight into his friend's qualifications for the role. The picture was released on the Success Series schedule of the Famous Players-Lasky Corporation.

Exclusive Stories
For Photoplay Editor
From.....Theatre

THE Emerald Isle with all its atmosphere of peasant life is found in the Hollywood sets of "Peg O' My Heart," the new Famous Players-Lasky production, according to impression received by John McCormack, famous Irish tenor, in his recent visit to the studios. Mr. McCormack was invited to the studio by Cecil B. DeMille, director, as forfeit in a tennis game in which the tenor beat his friend with the assistance of Maurice McLaughlin, former world's champion. The singer pronounced the cottage scenes absolutely true to the Ireland in which he was reared; and he was delighted to find that an old friend—Thomas Meighan, whom he knew in the Old Country—plays the leading male role in the pictures.

* * *

Why suffragettes may boost Major General Leonard Wood for the next presidency was apparent from this officer's gallant conduct while boarding the Manhattan Limited for Chicago, a few days ago. J. C. Egan, station master, while conducting General Wood and his dozen staff officers to a special drawing room on the train, introduced him to a pretty young woman who was worried because lack of reservation would force her to make the trip by upper berth. "Roosevelt's choice" declared that nothing like that must happen, and promptly offered to exchange his drawing room for the upper. The young lady, Ann Forrest, en route to join Lasky forces in Los Angeles as Bryant Washburn's leading lady, declined with thanks—but she knows who she wants for the next Republican nominee.

* * *

Louise Fazenda, who is recognized as the funniest girl on the screen, is working on another Paramount-Mack Sennett Comedy. Chester Conklin, the thanwhomest of screen comedians is also in the cast. R. Richard Jones will direct in co-operation with Mr. Sennett.

Exclusive Stories
For Photoplay Editor
From.....Theatre

A UNIQUE distribution system unlike any present method will be inaugurated during the new season by the Famous Players-Lasky Corporation, Walter E. Greene, Vice-President in charge of distribution, announced recently following the opening of the organization's convention. Every part of the country was represented by out-of-town District Managers who attended the conference. The new season will open on September 1st.

* * *

A total of $250,000 in Victory Loan subscriptions was taken in by the Famous Players-Lasky Corporation, the only motion picture company to conduct a consistent campaign in New York. Personal appeals by stars, actual demonstrations of how motion pictures are made in the Aeolian Building window, and auctions of autographed photographs by noted players were some of the methods used in the drive. At the Aeolian window alone $150,000 was taken from the crowds that gathered to watch the daily performances.

* * *

Scenes of "The Misleading Widow," the new Paramount picture starring Billie Burke were taken at Clifford Dunning's beautiful home at Glen Cove, L. I. Reproductions of the interior of the Dunning home were built at the studio where the film was finished under the direction of John S. Robertson.

* * *

"The Firing Line," the screen adaptation of Robert W. Chambers' novel with Irene Castle in the leading role, is said to be a remarkable photoplay. Mrs. Castle with her husband, Captain Robert Treman, spent much time at Lake Placid where Spring scenes were made about a hunting lodge with beautiful Adirondack scenery to set off the location.

* * *

Elsie Ferguson has completed her work in her latest Artcraft picture, "Eyes of the Soul," and has begun "The Witness for the Defense," under the direction of George Fitzmaurice. She had no interval of rest between the pictures, though she usually takes a two weeks' vacation on completing a film.

Production Cuts, Actual Size and Screen, Just As They Will Appear In Your Newspapers.

915

Robert Harron *in*
D.W. GRIFFITH'S
"True Heart Susie" **915**
An ARTCRAFT Picture

If you want to use any of the illustrations on this page in your publicity or advertising, tell your Exchange to send you "Production Cuts No. (as indicated beside each illustration) illustrated on page 8 of the 'True Heart Susie' press book."

919 LILLIAN GISH and ROBERT HARRON *in*
D.W. GRIFFITH'S "True Heart Susie"
An ARTCRAFT Picture

910

ROBERT HARRON and CLARINE SEYMOUR *in*
D.W. GRIFFITH'S "True Heart Susie" **910**
An ARTCRAFT Picture

Your printer can easily saw off the lettering and substitute type therefore if you want him to.

STRAND

Broadway at Main Street

D.W. GRIFFITH

PRESENTS

"True Heart Susie"

The Story of a Plain Girl

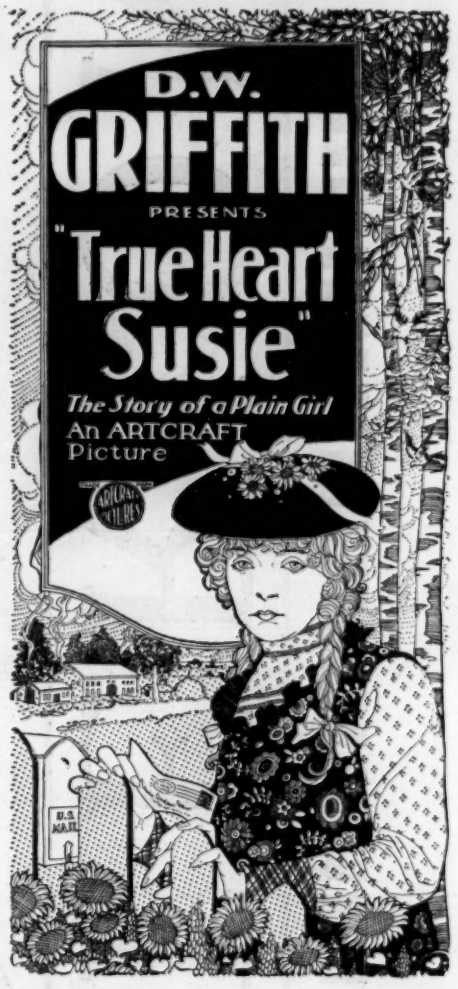
An ARTCRAFT Picture

By Marion Fremont *Directed by D. W Griffith* *Photographed by G. W. Bitzer*

Another great romance by the famed creator of "Hearts of the World" and "The Birth of a Nation." A picture of smiles, tears and human appeal that goes straight to your heart.

STRAND

THEATRE



SHE didn't wear the Paris fashions, didn't dream of a "coming out." She only *loved,* and helped *him,* and waited for him to speak.

When he married another—a woman of a different sort—True Heart Susie helped him still, smiling to hide the tears.

Tears? Yes, a few. But many smiles, and big scenes that thrill the soul, and a glorious joy at the end.

Another great Griffith drama of human hearts, with Lillian Gish, Robert Harron and Clarine Seymour.

ADDED ATTRACTION

" Hearts and Flowers"

A Paramount-Mack Sennet Comedy

CRITERION

Directed by D. W. Griffith

Story by Marion Fremont *Photographed by G. W. Bitzer*

What though *he* forgot

and threw away his love on a faithless butterfly? Win or lose, love to Trueheart Susie meant loving *always,* helping *him* smiling to hide the tears. She won, too, in the end. And she'll win *you.* Another Griffith masterpiece, with Lillian Gish, Robert Harron and Clarine Seymour. Come!

Extra Added Attraction

A Paramount-Mack Sennett Comedy
"Hearts and Flowers"

Also

A Burton Holmes Travel Picture
"With Uncle Sam's Submarine Chasers"

and

The Latest News Weekly

THURSDAY, FRIDAY, SATURDAY
11 A. M. to 11 P. M.

RIVOLI

Monument Square

By Marion Fremont *Photographed by G. W. Bitzer*

Directea by D. W. Griffith

ANOTHER powerful drama of human hearts by the world's master director. With a brilliant cast, including Lillian Gish, Robert Harron and Clarine Seymour.

Added Attraction

"Fatty" Arbuckle

in

"A Desert Hero"

A Paramount-Arbuckle Comedy

Also

"Americans in the Making"

A Paramount-Bray Pictograph

ALL WEEK

11 A. M. to 11 P. M.

Advance Press Stories of "True Heart Susie"

To be Sent to the Newspapers Immediately Prior to and During the Display of David Wark Griffith's Latest Photoplay

An Artcraft Picture

CHARMING STORY OF TRUE GIRL'S LOVE IS "TRUE HEART SUSIE"

David W. Griffith's New Artcraft Picture is Delightful Production

CHARMING indeed, is the story of "True Heart Susie," David W. Griffith's new Artcraft picture which will be shown at the..... theatre ..... for.....days. It is one of those pastoral themes which rise to the dignity of screen classics by reason of the artistry of this master producer, and which invariably hold their own against criticism.

In this fascinating story of a little Hoosier girl who loves a boy with rare devotion, the heart interest is supreme and the suspense wonderfully compelling. Susie May Trueheart loves William Jenkins so well that when a politician fails to keep his promise to send William to school, she sells butter and eggs and even her cow to raise funds for the purpose. So it happens that William goes to college, but he is unaware that his good angel is Susie to whom he writes desultory letters.

So it happens that when he leaves college and is ordained a minister, he comes to his home as pastor of the village church. Then the tragedy of poor Susie's life is born. William weds a flighty beautiful girl who repays his love by accepting the attentions of less worthy men. But she is punished by fate. Susie, although she never has forgotten that she was the bearer of flowers at the wedding of the man she loved, protects the erring wife, and it is only after the latter's death that William comes to a realization of Susie's great love and both find happiness.

Sweet Lillian Gish plays the part of Susie and Robert Harron is William Jenkins. Clarine Seymour plays the role of Betty the butterfly wife. The support generally is of the finest grade.

SMILES THRU TEARS; HEART BREAKING; OH, "TRUE HEART SUSIE!"

Highly Impressive Scene in D. W. Griffith's New Artcraft Production

PERSONS who have ever had to smile while their hearts were breaking, will never forget the performance of Lillian Gish in "True Heart Susie," the latest D. W. Griffith Artcraft picture which will be displayed at the.....theatre on.....next.

Since her appearance in "Broken Blossoms," Mr. Griffith's tremendous artistic success that has been the sensation of New York, Miss Gish is conceded by all the metropolitan critics to be one of the foremost actresses on the screen, but many believe she has surpassed all previous work in her characterization of the heart-broken little girl who hoped to marry her girlhood sweetheart, and found him, instead, with his arms about a comparative stranger, whom he had asked to marry him.

With her aunt she is invited to the minister's home, to hear him play the little church organ, quite a social event in the community. Just for a little surprise, she joyfully runs ahead of her aunt, tiptoes through the open door, and sees —.

The tumult of her heart seems to surge in her face. The man for whom she has worked, and secretly helped and selected for her mate, turns with a casual smile to her as an old friend, and she smiles back, a smile gracious with courtesy and well wishing, but palsied with the horror of surprise.

Women should love that smile, for it is a triumph of their sex. It is one of the soul-searching touches which Mr. Griffith has put into "True Heart Susie" and which makes it a human document as well as a delightful diversion.

SOUL OF VILLAGE MAID IS THEME OF "TRUE HEART SUSIE"

Three Strong Characters Are Central Figures of New D. W. Griffith Picture

INTO the rural village for the setting, and into a woman's soul for the theme, David Wark Griffith has gone for the materials of his new Artcraft picture "True Heart Susie," which will be shown at the .....theatre next.....

He has chosen three characters, typical and definite in the domestic life of America, familiar to the residents in every small place and most large ones. One is that of a lovable, loyal girl, who never has a chance to marry but one man, and when that man passes her by, ages her soul with tears, and wearies her days with waiting.

Another is a young man who goes to college, returns with comical conceit, the premier of swains, as serious to himself as the measles. And the third is a girl who considers marriage never a union of hearts but a necessary patronage, a wife of subsidy rather than of love.

With these persons, Mr. Griffith has arranged a story of wondrous charm, piquant in the delightful subtleties of character delineation, a warm, wholesome story of love won and love denied. He devotes his deep perception of the infinite varieties of each heart, to these three young persons, each whetted by nature to realize the fullness of life's experiences, yet each held from doing just what he or she should.

Lillian Gish appears as the girl who waits, a repressed role which absorbs the full power of her acting. Robert Harron, as the boy who becomes a minister, will remind the world of some it knows, and give to it a chuckle never forgotten. Clarine Seymour is introduced as a merry young milliner from Chicago.

WIFE OF MINISTER DANCE? OH, HORROR!

Clarine Seymour Has Strong Role in "True Heart Susie"

WHAT could shock a sedate and church-going community more than to have the minister's wife dance? Not only secretly dance in her own home, but go out at night with a young chap called "Sporty" and dance in the neighboring town.

She knew the latest 'shimmy' and she danced the lightest step, and she came capering into the life of "True Heart Susie" to become a troublesome and delightful figure in D. W. Griffith's latest Artcraft picture which will be shown at the..... theatre next week.

But she would dance. The minister had never seen a dance, and his horror at finding his bride dancing with the gayest young man in the countryside, with the music played on the organ where he practiced all his church hymns, was beyond expression.

The irrepressible character of this little milliner who stitches a strange garment of life for herself in the drama, is played by Clarine Seymour, the "Cutie Beautiful" of 'The Girl Who Stayed at Home'. Her vivacity and fascinating selfishness in the role make it distinctly a part of vivid interest and true human proportions.

Superb Griffith Picture

ONE of the most remarkable photoplays seen here in many days is D. W. Griffith's Artcraft picture, "True Heart Susie," featuring Lillian Gish, Clarine Seymour and Robert Harron, which is attracting large audiences to the.... .....theatre this week. It is a superb Griffith production which no one can afford to miss seeing.

ROBERT HARRON BOY IN NEW PHOTOPLAY

Supports Lillian Gish in New Picture "True Heart Susie"

ROBERT Harron as a lanky, long-necked country boy who goes to college and becomes a minister, with wise opinions about selecting a girl for a wife, but hasty and lacking judgment in doing so, plays the part of a character familiar to millions in D. W. Griffith's new Artcraft picture "True Heart Susie," which comes to the..... theatre next.....

Even before he leaves for the small college, his innocent complacency at being a favorite among the girls of the small community, led him to strut and council with the confidence and wisdom only a boy at such an age could assume.

And when he returns from the college for his vacation, with a new suit, a moustache, and a new importance in his carriage; and grandly invites Susie to attend his royal and triumphal progress to the village grocery store in search of a "sody," Mr. Harron makes all the world his debtor for one of the most deep-seated laughs the screen has ever offered.

Lillian Gish and Clarine Seymour play the leading women's roles. The cast generally is of the highest Griffith standard of excellence.

Lillian Gish in Picture

DAINTY Lillian Gish portrays the leading role of David W. Griffith's new Artcraft picture, "True Heart Susie," which is the bill at the.....theatre this week. She is delightful as Susie as is also Clarine Seymour as the foolish little wife. Robert Harron, a splendid player, plays opposite Miss Gish with artistic results. The entire cast is fully up to the high Griffith standard.

LILLIAN GISH BUYS AFFECTIONATE COW

Animal Wins Her During Filming of "True Heart Susie"

IN her new character of "True Heart Susie" Lillian Gish has to surrender her greatest asset and dear friend, a cow to which she has become greatly attached. When she goes into the field, the cow approaches, stands contentedly near, sniffs at her shoes, calmly and tenderly licks her face, and otherwise demonstrates her affection. "True Heart Susie" will be shown at the .....theatre next.....

While taking the scenes, Miss Gish was so impressed by the friendliness of the cow, that she made it a pet, and when work was over after several days, she bought the animal. It is the first of a herd Miss Gish hopes to have some day, although it may go as a gift to her sister, Dorothy, for it is the first cow Miss Dorothy ever could fondle without disaster.

Splendid Photography

THE soft and exquisite photography of which D. W. Griffith is the inventor and developer appears with new vigor of improvement distinctive among photographic effects in "True Heart Susie," an Artcraft picture which is on view at the.....theatre this week. Trenchant, delightful, glowing with the charm of youth, and electric with the tumult of rival love, bristling with humanities, significant as a study and absorbing as entertainment, "True Heart Susie" is a most remarkable photoplay.

MR. EXHIBITOR: HERE'S AN OPPORTUNITY TO GET EXTRA PUBLICITY!

This is proof of a story-mat which we believe your town newspapers that use mat material will gladly print. THE MAT COSTS YOU NOTHING!

Get it from your exchange and send it to the photoplay editors of your newspapers.

No Bombs in Her Mail!

THE size of her income makes her a capitalist, all right. Yet Lillian Gish opens her own mail, for she knows that even the most rabid Bolshevik will omit her name from the mailing list for bombs. Lillian is a friend of the peepul—at least that's what several hundred of the admiring proletariat, ranging from anarchist to plain prohibitionist, write her from every part of the country each week. Just why they all love this little lady is patent in her next Artcraft picture, "True Heart Susie."

This will provide excellent advance publicity for both attraction and star booked for presentation at your theatre.

SEND THIS MAT TO YOUR NEWSPAPER TO-DAY! IT IS FREE!

EXHIBITOR'S ACCESSORIES

FOR THE EXPLOITATION OF "TRUE HEART SUSIE"

An ARTCRAFT Picture

OBTAINABLE AT YOUR EXCHANGE

FILM TRAILERS $3.00 EACH

LITHOGRAPHS:

These are beautifully colored; there are two different styles of one and three sheets—the kind that increases business.

One Sheet ..... 10 cents each
Three Sheets ..... 30 cents each
Six Sheets ..... 60 cents each

A beautiful one-sheet rotogravure is furnished on this production, showing star's head and four scenes ..... 12 cents each

PHOTOGRAPHS:

For your lobby—they will help create interest in the production. Be sure to order them.

8x10 black and white, 8 in set..... 60 cents
11x14 sepia, 8 in set, per set..... 60 cents
22x28 sepia, scene or star..... 40 cents
22x28 colored photos of women stars.... 60 cents
22x28 black and white star..... 75 cents
8x10 photo of star, can be used for all other productions of this same star, each.. 10 cents
Newspaper photographs free.

CUTS ON PRODUCTION:

These are made coarse screen, so they can be used for newspapers:

Five 1-column cuts..... 15 cents each
Three 2-column cuts..... 25 cents each
Two 3-column cuts..... 35 cents each

MATS:

Mats of the above cuts are free. Newspapers must have a casting machine to use them.

MUSIC CUES:

Exhibitors should see that their musicians get these music cues in advance—they help the production. Music cues are FREE.

STOCK CUTS OF STAR:

For every star there are a number of stock cuts; these cuts can be used over and over again every time you use the star's production. They are in three sizes.

One column ..... 25 cents each
Two column ..... 40 cents each
Three column ..... 90 cents each

MATS OF STAR CUTS FREE:

The mats of the above star cuts are furnished by your exchange FREE.

ADVERTISING LAYOUTS:

The layouts in this book will make good advertising copy for your newspaper.

One column layout cut..... 15 cents each
Two column layout cut..... 25 cents each
Three column layout cut..... 35 cents each

MATS OF LAYOUTS FREE

The mats of the above layouts are furnished by your exchange for those who can use them FREE.

SLIDES:

Slides will increase the interest in this production, if you use them in advance of play date.
12 cents each

THUMB NAIL CUTS OF ALL STARS:

Exhibitors should have these small cuts of the stars on hand. They come in both coarse and fine screen ..... 15 cents each
Also line drawings..... 20 cents each

Paramount and Artcraft trade-mark cuts are furnished in sizes from 1 to 5 inches, and are FREE.

ASK YOUR EXCHANGE FOR HERALDS.

FOR UP-TO-DATE EXPLOITATION IDEAS

WRITE TO THE

Department of Advertising and Publicity, Famous Players-Lasky Corporation

485 FIFTH AVENUE, NEW YORK

MAIL CAMPAIGN

Letter Suggested for the Exploitation of "True Heart Susie"

.....1919

Dear Miss Browning:

This is just a line to let you know that Susie May is to be married.

Who? Why "True Heart Susie", the heroine in the new Artcraft picture with Lillian Gish, which comes here from .....to.....

Yes, in the end she marries him, the sweetheart of her youth whom she sent to college with her savings. And although unaware of the identity of his benefactor, he never thanked her, and although he married another girl, Susie waited for him with the quiet patience of true love. The tragic death of his unfaithful little child-wife finally brought her into her own.

David W. Griffith directed this master romance, and Robert Harron is leading man with Lillian Gish. You remember their work in notable Griffith productions. Meet them again in this new picture and know that your heart's response to true humor and pathos is as strong as ever.

Cordially yours,

Manager.....

POST CARDS ON "TRUE HEART SUSIE"

Exhibitors will be wise to mail at least one of these Postals to their patrons

.....1919

Dear Miss Browning:

"True Heart Susie" is the name of the new Artcraft romance with Lillian Gish, which will be here today. We think it exactly coincides with your taste in this type of picture and wish to let you know so that you may be one of the audience while it is here.

David W. Griffith was the director, a fact which gives a clue to the quality of the picture.

Sincerely yours,

Manager.....

.....1919

Dear Miss Browning:

We have secured one of the great David W. Griffith romances--a new one--by the name of "True Heart Susie". This Artcraft picture comes here.....

Lillian Gish plays the heroine. We hope no prior engagements will prevent your seeing her splendid work in this wonderful picture.

Sincerely yours,

Manager.....

If Letter will not serve, use one of the Post Cards. IT WILL PAY!

To Famous Players Lasky Corp., (Address Branch Office)_____Exchange

Street_____

City_____

Date_____

Exhibitors' Advertising Accessory Order Blank

	Order No._____	Posters					Lobby Display Photos.								Slides	Scene Cuts Coarse Screen Only			Star Cuts Fine and Coarse Screen				
Play Date	Titles of Productions	1 Sheet .10	3 Sheet .30	6 Sheet .60	24 Sheet 1.75	Roto 1 Sheet .12	Full Set in Heavy Containers 1-22x28 8-11 x 14 Lobby Card and 8-8x10 B. & W. 1.60	Single Sepia Scenes or Stars 22x28 .40	Photos of Women Stars in Colors 22x28 .60	Half Set Sepia Scenes 8-11x14 and Lobby Cards .60	Black and White 8-8x10 and 1 Card .60	Black and White Star Photos. 22x28 .75	Black and White Star Photos. 8x10 .10	Two Reel Comedies Sepias 6-11x14 & Lobby Card .50	Each .12	1 Col. .15	2 Col. .25	3 Col. .35	1 Col. .25	2 Col. .40	3 Col. .90	Circle Star Thumbnail Specify Fine or Coarse Screen .15	Amount

(Gratis Material)

Press Books

Music Cues

(Publicity mat Picture & Type)

Mats. (Specify Adv'—Scene or Star and give No. of Sets wanted)

Advertising layout cuts. Same price as Scene cuts.

TO OUR CUSTOMERS:

Send your order as far as possible in advance of play date. To eliminate controversy resulting from handling numerous small charges, payment with order is required.

Total Amount Remitted

$_____

(Name of Exhibitor)

(Address)

One Sheet

Six Sheet

One Sheet

Three Sheet

How Will You Advertise

"True Heart Susie"

BIG!

BUT HOW?

POSTERS!

1 Sheets—3 Sheets—6 Sheets—24 Sheets.

ALL OVERTOWN!

EVERYWHERE!

Three Sheet

Twenty-four Sheet

That's the Way to Turn 'em Away—Every Show—

Roto One Sheet - - - - - - - - - - - - - - - **Price 12 Cents**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STRAND

Broadway at Main Street

D.W. GRIFFITH

PRESENTS

"True Heart Susie"

The Story of a Plain Girl

An ARTCRAFT Picture

By Marion Fremont *Directed by D. W Griffith* *Photographed by G. W. Bitzer*

Another great romance by the famed creator of "Hearts of the World" and "The Birth of a Nation." A picture of smiles, tears and human appeal that goes straight to your heart.

STRAND

THEATRE

SHE didn't wear the Paris fashions, didn't dream of a "coming out." She only *loved*, and helped *him*, and waited for him to speak.

When he married another—a woman of a different sort—True Heart Susie helped him still, smiling to hide the tears.

Tears? Yes, a few. But many smiles, and big scenes that thrill the soul, and a glorious joy at the end.

Another great Griffith drama of human hearts, with Lillian Gish, Robert Harron and Clarine Seymour.

ADDED ATTRACTION

"Hearts and Flowers"

A Paramount-Mack Sennet Comedy

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

May 26th'19

Attention Mr. Bidwell,

D. W. Griffith Studios,
#4500 Sunset Boulevard,
Los Angeles, California.

RE: EY 060651 "Ocean"

Gentlemen:-

When you were in the Office on Saturday we neglected to hand you the enclosed policy.

You will note this policy is issued on a Monthly Adjustment basis, but if agreeable, as we suggested, you may report weekly on the blanks we delivered to you and we will complete them on the Company's report and send them in to Company each month.

Very truly yours,

J. W. KAYS COMPANY, INC.

By W. W. Campbell

Encl.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

May 26, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.
New York, N. Y.

Dear Mr. Banzhaf:

The Travelers Insurance Company have sent Mr. Griffith their notice for payment of premium amounting to $1803.00. My understanding is that the Famous Players have taken over this insurance and I am therefore handing the bill to you for disposition.

Yours very truly,

E. C. Bidwell

ECB:LW.

May 26th 1919.

Gillespie Brothers & Co.,
220 West 42nd Street,
New York City.

Dear Sirs:

Enclosed please find Power of Attorney signed by Mr. Griffith giving the right to Carlos Inglez de Souza of Rio de Janeiro, South America to register with the Government of Brazil the copyright of "Hearts of the World". I assume that you have received the consent of assignment of part of this territory to the above-named Carlos Inglez de Souza, and that if you have not done so you will immediately take steps to obtain permission from the Famous-Players - Lasky organization.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 26th 1919.

GILLESPIE BROS. & CO.

-to-

ABANZHAF & PEMBERTON, Drs.

- -

Preparing Power of Attorney to

Carlos Inglez de Souza - - - - - - - - - - - $10.00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

File Brylawski

May 27, 1919.

Mr. A. L. Grey,

720 Longacre Building,

New York City.

Dear Sir:-

In accordance with instructions from the Griffith Studio in Los Angeles, I am today shipping you by express two prints of "BROKEN BLOSSOMS", which have been registered for copyright.

Very truly yours,

FULTON BRYLAWSKI.

FB/DEC

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JAMES H. SCOTT

WALTER TIGHE

A. A. AUTO SERVICE, Inc.

PACKARD TWIN SIX CARS FOR HIRE BY HOUR, DAY, WEEK OR MONTH.

118 WEST 56TH STREET
NEW YORK CITY
TELEPHONE, CIRCLE 4370

TOURING, LIMOUSINE, LANDAULET.

May 27th,1919.

Dear Mr. Banzhof:-

Enclosed herewith you will find bills for auto service furnished to date, which we trust you will find to be correct.

Made them out to you, as did not know just to whom they should be charged, and hope this part of it will be alright, but if you want them made out differently will attend to it immediately.

Would like to take about five minutes of your time some day when you could see Scott and I for a little consultation.

Thanking you for putting the business in our way, and hoping to see you soon, I am,

Very truly yours,

Walter Tighe

WFT/T

P.S.- If any of these charges were for your personal use and are to be paid by you deduct the 20% discount as before. T

Paid by Jews July 23/19

ADDRESS ALL COMMUNICATIONS TO THE CORPORATION

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED,
OF LONDON, ENGLAND.
PACIFIC COAST BRANCH
360 PINE STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
MANAGER

DEPARTMENT OF CLAIMS
UNION OIL BUILDING
LOS ANGELES, CALIFORNIA
ROY G. WEBB, ADJUSTER

IN REPLYING QUOTE FILE No._____

May 27, 1919.

Mr. E.C. Bidwell, Mgr.,
D.W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Calif.

Dear Sir:

Re: A.B. HARPER-Injured 4-25-1919

A copy of your letter of May 23rd, addressed to Mr. Schallenberger of the J.W. Kays Company, has been handed to me.

I first note your second paragraph wherein you state you do not believe we have been called upon to adjust a single claim for you, and in that connection, would advise I have just glanced through our Card Index and note that many claims have been sent in on account of injured employes from your concern. In each case, the men have been furnished with necessary medical attention and all compensation paid which was due.

Now, the difference which has arisen between us is easily accounted for in the fact that you tried to handle the medical attention necessary for Mr. Harper, instead of allowing your Insurance carrier to handle it according to the policy contract existing between us. For the consideration of the premium which you pay to us, we agree to furnish all your injured employes with all necessary medical and hospital service, and according to the State Compensation law, to pay them their compensation as it becomes due. This, we are willing to do, and have made all arrangements therefor, in that we have our Medical Department, which is ready to furnish the medical aid. Our Medical Department has been established-after years of experience-and is in charge of Dr. J.R. French, 2nd floor of the Consolidated Realty Building. Dr. French received his appointment on account of his demonstrated ability.

When an injured employe goes to Dr. French's office he receives all necessary care, and on that day a First medical report is sent to us. When compensation is due, the man gets

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

a draft without having to ask for it. When an injured employe goes to his family physician, which, under the law he has a right to do providing he pays his own bill, or goes to a physician selected by the employer, no medical report is made to us; we do not know the man's condition; cannot estimate properly on the case, and, of course, no compensation is paid for lack of knowledge. When the outside physician has finished the case, he sends in his bill for what he thinks he is entitled to, or can get, which, in most cases, differs radically from the State Medical Fee Schedule, which the physicians of this State must abide by.

For your information, will state that Dr. French, in his Los Angeles office, has eight assistant surgeons and eye, ear, nose and throat specialist, a masseur and three nurses. His office is open 24 hours a day.

Now as to the penultimate paragraph of your letter, I want to deny that the Ocean is trying to avoid the handling of this case, and to assure you that what we are trying to avoid, is the handling of this case by a strange physician; by-the-way, this particular case is a good criterion upon which to predicate a letter such as this. Your Mr. Harper did not like the treatment rendered to him by Dr. Moffitt and went to the Industrial Accident Commission regarding it. The Commission, in turn, phoned me as to why we were not giving the medical aid, and I informed them we had sent the customary notice to this man informing him it would be necessary for him to assume his own medical expense unless he reported to Dr. French, or allow Dr. French to call upon him and render the necessary medical aid.

Upon recommendation of the Industrial Accident Commission, Mr. Harper, yesterday, reported to Dr. French personally, and will take the balance of his treatment there. Dr. French examined him and gave him an order for three weeks' compensation which was paid to him yesterday.

Please make use of our Medical Department.

Verytruly yours,

Roy Gaebb

RGW/T

RICHARD WILLIS
GUS INGLIS

TRUNK LINES
MAIN 7443 - 7442 - 7441
HOME 63134

Willis & Inglis

MOTION PICTURE AND THEATRICAL ENTERPRISES
WRIGHT & CALLENDER BUILDING
LOS ANGELES

May 28, 1919.

Mr. David W. Griffith,
721 Longacre Building,
New York City.

Dear Mr. Griffith:

I cannot express how delighted I am at the success of "Broken Blossoms" in New York.

I saw "Broken Blossoms", as you know, before the film left here, and was profoundly impressed by its artistic and dramatic qualities. I have never seen anything on the screen which affected me more.

I am sincerely hoping that "Broken Blossoms" may open up a new film era, because I am convinced that the old parrot cry of the public not accepting anything but a happy ending is untrue, and I believe it is merely a matter of education.

I admire your showmanship and your pluck in presenting this story in the big manner which you have, and I am addressing a circular letter to all the leading exhibitors of the country, giving my opinion, for all the good which this may do!

I am taking the liberty of writing Mr. McBride, the publisher, to try to get in touch with you regarding the dramatic rights to "Limehouse Nights" and "Twinkletoes", because I feel that there is more than one big stage success contained in the covers of these two books, and that even if you held them for a period, you could find some producer who would stage one or more productions, if you do not feel inclined to do so yourself.

Mr. D. W. G. - #2. 5 - 28 - 19.

I have taken this step because another inquiry came to us regarding the dramatic rights, this inquiry coming in the form of wanting to know if you had purchased them. I spoke to Mr. Sterns about this and believe that he is wiring you.

With my personal regards to you, I remain

Yours sincerely,

Richard Willis

Advisers:
S. Earl Taylor
D. D. Forsyth
Frank Mason North
Edgar Blake

A. L. Parker
National Secretary
820 Garland Building
Chicago, Ill.

METHODIST MINUTE MEN

IN NEW YORK AT 111 FIFTH AVENUE

Joint Centenary Committee
of the
Methodist Episcopal Church

Censorship Check

EXECUTIVE CHAIRMAN: CHRISTIAN F. REISNER

Minute Men Rally and Parade Centenary Celebration, Columbus, July 5th. "Meet me there"

May 28th,
1 9 1 9.

Mr. D. W. Griffith,
Illinois Theatre,
Chicago, Ill.

Dear Mr. Griffith:-

This is merely to remind you of our arrangement to meet in Columbus Tuesday, June third. Dr. Crowther, who has charge of the Pageant, which will use from six to eight thousand young people, has arranged to put the first rehearsal on that night so that you can see it and make suggestions for it. Your word is more valuable to us than that of any other man in the country.

I will also be there so that we can talk about the exhibits and the plans to take Motion Pictures of the daily events. There are two or three score of things concerning which we want to get your advice.

If you will wire me at 74 East Gay Street, Columbus, Ohio, the Centenary Headquarters there, I will arrange to meet you at the train, or you can come to the Hotel Deschler.

If you plan to stay over night, wire me here so that I can be sure to have a good room for you.

I am thinking of you often, and always with a warm heart of friendship. With every good wish, I am

Yours cordially,

Christian F. Reisner

CFR/DIM.

CABLE ADDRESS "PRICEWATER" LOS ANGELES.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

I. G. PATTINSON
RESIDENT MANAGER

PRICE, WATERHOUSE & CO.
CERTIFIED PUBLIC ACCOUNTANTS (ILL.)
TITLE INSURANCE BUILDING.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO.

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA.

LOS ANGELES, CAL. May 28 1919.

D. W. Griffith, Esq.,

4500 Sunset Blvd.,

Los Angeles, Cal.

Dear Sir:

With reference to your instructions, under which we understood we were to render Mr. Bidwell such assistance as he required in the revision of your accounting system, we now understand from Mr. Bidwell that he intends to do nothing until your return from the East. We shall accordingly do nothing further in the matter until we hear from yourself or Mr. Bidwell.

Yours very truly,

Price Waterhouse & Co

May 29, 1919.

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

The Dramatic Mirror is publishing a number of ads of Mr. Griffith's, only one of which was ordered thru this office. Will you therefore kindly advise which ads you have placed, if any?

We are billed with an ad for the front cover on May 6th amounting to $100.00 (Mirrors local representative tells me this should be $200.00), an ad appearing in the issue of May 13th, inside of back cover - $125.00. In addition to this we are billed for a cut for an ad appearing on page 797 - March 20th, amounting to $18.68. Also another ad on page 18 - May 20th, $33.30. This makes a total of $51.98for cuts and $225.00 for ads.

The ad which we ordered appeared in their issue of May 6th amounting to $125.00, and a cut to cover was $17.04. This much we have entered upon our records but the amounts first named we know nothing about at this end, except that I notice they appeared in the Mirror.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C
TELEPHONES MAIN 885-886

5
4154 Lark St

May 29, 1919.

D. W. Griffith, Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for BROKEN BLOSSOMS.

Very truly yours,
Fulton Brylawski

FB/DEC
1 Encl

Also certificate for I'LL GET HIM YET.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD ON MAY 29, 1919.

UNITED ARTISTS CORPORATION.

SPECIAL MEETING OF DIRECTORS.

A special meeting of the Board of Directors of the United Artists Corporation was held in the office of the president on the 9th floor of 729 Seventh Avenue in the city of New York, New York on the 29th day of May, 1919, at 3:15 o'clock p. m.

Present: Mrs. Pickford and Messrs. Banzhaf, Burkan, O'Brien and Price.

The secretary stated that the meeting was called and held pursuant to waiver of notice of meeting signed by all the directors. Such waiver is as follows:

UNITED ARTISTS CORPORATION

Waiver of Notice of Special Meeting of Board of Directors.

- - - - - - - -

WE, the undersigned, being all the directors of United Artists Corporation, do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United ArtistsCorporation.

We designate the 29th day of May, 1919, at 3:15 pmlock p. m. as the time, and the president's office on the 9th floor of 729 Seventh Avenue, in the city of New York, New York, as the place of said meeting; the purpose of said meeting being to authorize the issue of stock; to authorize the proper officers of the corporation to take such steps as may be necessary to secure authorization for the corporation to transact business in any state, territory or dependency of the United States or in any foreign country; and the transaction of such other business as may be necessary or advisable.

DATED: May 29, 1919

(Signed) Oscar A. Price
Albert H. T. Banzhaf
Dennis F. O'Brien
Charlotte Pickford

Nathan Burkan.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The secretary presented four (4) certain contracts each dated February 5th, 1919, executed respectively by Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) such contracts being known collectively as the artists' contracts and executed by this corporation on the 29th day of May, 1919, pursuant to resolution of the Board of Directors adopted at a meeting of said Board, held on May 20th, 1919, said contracts being delivered on behalf of the above named artists to this corporation in accordance with a certain contract between the above named artists also dated February 5th, 1919, providing for the incorporation of this corporation, copy of which last mentioned contract was also presented by the secretary and directed to be filed among the corporate records of this corporation. Whereupon the following resolutions made by Mr. Banzhaf and seconded by Mr. Burkan were unanimously adopted:

> WHEREAS in the judgment of the Board of Directors the photoplays agreed to be delivered to this Corporation under said contracts are necessary for the business of this Corporation and constitute good and sufficient consideration for the issue of five thousand (5,000) shares of the common stock of this Corporation, the same being without par or nominal value;
>
> RESOLVED that, in consideration of the delivery of said contracts to this Corporation, the proper officers of this Corporation be, and they hereby are, authorized to issue and deliver to William G. McAdoo, Esq., one thousand (1,000) shares of no par value of this Corporation fully paid and non-assessable, said shares to include the shares of no par value subscribed for by the signers of the certificate of incorporation of this Corporation, assignments of said subscriptions being held by him; and
>
> RESOLVED that, in consideration of the delivery of said contracts to this Corporation, the proper officers of this Corporation be, and they hereby are, authorized to issue to said Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) one thousand (1,000) shares of no par value each, making a total of four thousand (4,000) shares of no par value to a person or corporation to be agreed upon by said Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation, and to no other person, said four thousand (4,000) shares to be held by said person or corporation in escrow in accordance with the provisions of said contracts between said Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation; and

RESOLVED that the proper officers of this Corporation be, and they hereby are, authorized and directed to execute an escrow agreement for the holding and delivery of said four thousand (4,000) shares of non-par value in accordance with the terms and provisions of said contracts between said Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation dated February 5th, 1919, said escrow agreement to provide that while said four thousand (4,000) shares are held in escrow, each of the aforesaid artists shall have the right to vote his or her respective holdings thereof; provided that said escrow agreement shall be approved by the general counsel of thisCorporation before execution of the same by its officers.

On motion of Mr. Burkan, seconded by Mr. Banzhaf, Mr. Dennis F. O'Brien was designated as escrow agent for the corporation to hold the four thousand (4,000) shares of no par value common stock to be issued to the four artists. At the same time the treasurer was authorized to reimburse Mr. O'Brien for such expense as he may incur in renting a safe-deposit box for the safe-keeping of such shares of stock.

On motion duly made, seconded and unanimously carried, it was

RESOLVED that the regular meetings of the Board of Directors be held in the offices of the corporation at 729 Seventh Avenue, in the city of New York, New York, on the second Tuesday of each month.

The directors indicated that they wish at least a week's written advance notice of these regular meetings.

On motion of Mr. Banzhaf, seconded by Mr. Burkan and unanimously carried, it was

RESOLVED that the president be, and he is hereby authorized by the Board of Directors to approve for the Board all actions of the General Manager in accordance with the following clauses of the contract dated May 7th, 1919, between Hiram Abrams and United Artists Corporation:

"Mr. Abrams may hire and discharge employees of the Corporation employed in connection with the marketing and distributing of photoplays, under condition that the employment of such employees may be terminated at any time at the option of the Corporation and that Mr. Abrams shall discharge any such employee at any time on direction of the Board of Directors.

"Subject to the approval of the Board of Directors of the Corporation, or such officer of the Corporation as may be designated by the Board of Directors for that purpose from time to time, Mr. Abrams shall have the exclusive control of

fixing and regulating, all disbursements for salaries advertising and other necessary expenses in connection with the marketing and distribution of said photoplays, and he shall report to the Board of Directors, on the last day of each month, or oftener, if requested, the amount of such expenses, in detail, specifying the purpose and the nature thereof.

"All leases for locations in connection with the marketing and distribution of said photoplays and all contracts for the leasing or right to use or exhibit photoplays shall be negotiated and concluded by Mr. Abrams, subject, however, to the approval of the Board of Directors, or to the approval of such officer of the Corporation as the Board of Directors may, from time to time, designate for that purpose. Such contracts, may, however, be signed by Mr. Abrams."

RESOLVED FURTHER, that such disbursements as authorized by the president shall be so authorized with the concurrence of the General Manager.

The employment of Mr. H. P. Lovelace as Assistant to the President was discussed by the Board and the directors indicated no objection thereto provided the president needed his services.

Mr. Abrams was invited to attend the meeting and discuss the proposition with respect to securing certain photoplays to be produced by William S. Hart. on motion duly made, seconded and unanimously carried, it was

RESOLVED that the president and the General Manager be authorized to enter into agreement with William S. Hart for the distribution of photoplays produced by him, such agreement to be subject to the approval of the Board before execution.

Mr. Abrams also discussed with the Board the proposition of distributing the first Douglas Fairbanks production in the Dominion of Canada. He explained the expense it would be necessary to incur if this distribution is handled through exchanges established by this Corporation, and stated that he had a proposition from a Mr. Allen for distributing this one picture on the basis of a guarantee of $25,000.00, with the understanding that if the gross return was in excess of that amount, settlement with the Corporation would be on the basis of 75% for the Corporation and 25% for Mr. Allen. No final action was taken by the Board, but it was the expressed opinion of the Directors that inasmuch as the first picture would be produced by Mr. Fairbanks, Mr. O'Brien, Mr. Abrams and Mr. Price could reach a

decision with respect to the proper procedure for the marketing of this picture in the Dominion of Canada.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service *offers*

The Fall *of* Babylon	*The* Mother *and* The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

May 31, 1919

Mr. E. C. Bidwell,
D.W.Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Dear Mr. Bidwell:

Enclosed herewith please find checks as follows:

BATTLING JANE	$ 620.17
HOPE CHEST	166.15
GREATEST THING	2,080.35

Please acknowledge receipt of these checks.

I received your check for $150., money advanced to Mr. Barthelmess. Since writing you last, I understand that this money was advanced by Mr. Barthelmess to Mr. Griffith, and that we merely refunded Mr. Barthelmess. If this is the case, this amount $150. should be charged to Mr. Griffith. It might be best, however, to hold the matter in abeyance until Mr. Barthelmess returns to the Coast.

It appears that the Famous Players-Lasky claim to have paid you more than $17,500. on the GREATEST THING IN LIFE, ROMANCE, and the GIRL. I do not quite understand how these things happen, unless it is caused by the fact that you sent one bill for 79 or 80 prints, instead of sending them ~~a~~ and bill for $17,500., representing 75 - irrespective of length, and another bill for whatever prints extra you have made. We must get these matters cleared up, and to enable me to do this at this end, will you please send me duplicates of each of your bills to Famous Players-Lasky, as well as stubs of checks which paid bills as follows:--

GREATEST THING	$18,678.27	11/26/18	-- 79
ROMANCE	$18,503.00	1/25/19	-- 79
GIRL	$18,237.86		-- 80

Please let me have this information at your very earliest convenience, so that I can straighten this out. It seems that just as fast as one thing is cleared up, something else goes wrong, and it is rather disconcerting.

I also find there is a large difference between the first four payments you received from F.P.L. on GIRL, and the amount which they charged on their statement, but I will get at this once I get these old differences adjusted; so in order to get this done quickly as possible will you please send me duplicate bills by return.

Yours very truly,

J. Grey

HOLLYWOOD 2800

2

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

May 31, 1919.

EPOCH PRODUCING CORP.,
807 LONGACRE BLDG.,
NEW YORK, NY.

-to-

D. W. GRIFFITH STUDIO

Flash title
14 ~~Complete~~ Copies "BIRTH OF A NATION"
(~~12423~~ 10564 ft. per copy)- ~~173922~~ 147896 ft. @ .06 .....$~~13913.76~~ 8873.76
Complete
6 ~~Flash title~~ Copies "BIRTH OF A NATION" @ .06.... ~~5070.72~~ 447228
12423 ft per copy 74538 ft
$~~18984.48~~ 13346.04

3-22-19 Credit By Positive Film furnished
by Epoch 218,000 ft. @ .02857*..... ~~18756.28~~ 6228.26
7117.78

* Cost of Positive Film at our
Studio including express charges.

13346.04
6228.26
7117.68

~~.02857 [illegible]~~

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. May 31, 1919.

Statement of film received from Epoch Producing Company, and used in the manufacture of additional prints of "The Clansman".

NO. COPIES	NEG LGTH	TESTS	LEADER	REPRINTS	WASTE	OVERS	TOTALS
6 ~~No~~ with Titles	75,768	OK					
14 ~~8~~ flash-Titles	152,096	800	8515	9037	2560	4826	253,602

FILM RECEIVED

3-22-19 From Epoch Prod. Co.....218,000
" D. W. Griffith..... 35,602

Total Footage Received- 253,602

****

Negative length with titles 12,628 6
Positive " "(cut) " 12,423 ~~14~~ copies
Neg. Waste Ends..... 205

****

Negative length without titles 10864 14
Positive " "(cut) " 10564 ~~8~~ copies
Neg. Waste Ends..... 300

*

105.64
105.64
105.64
105.64
1,056.40

1,478.96 *

*

1,478.96
1,478.96
1,478.96
1,478.96
1,478.96
1,478.96

8,873.76 *

*

124.23
124.23
124.23
124.23
124.23
124.23

745.38 S
745.38 *

*

745.38
745.38
745.38
745.38
745.38

4,472.28 *

*

8,873.76
4,472.28

13,346.04 *

*

[illegible]

[illegible] *

*

28,570.00
28,570.00
28,570.00
28,570.00
28,570.00
28,570.00
28,570.00
28,570.00
285,700.00
2,857,000.00
2,857,000.00

6,228,260.00 *

*

6,228.26
7,117.78

13,346.04 *

O/C

NATIONAL ASSOCIATION OF THE

Motion Picture Industry

TIMES BUILDING NEW YORK

May 31, 1919.

Mr. D. W. Griffith
807 Longacre Bldg.,
New York City.

Dear Mr. Griffith:

The following letter dated Philadelphia, May 29th received by Gabriel L. Hess, is transmitted for your information and with the request that immediate action be taken thereon.

"I have just had word that the bill No. 1393 has been reported out of committee in the House and passed. It now goes over to the Senate.

"It appears that some very influential people are interested in the bill. It seems to me to be a serious proposition and somebody ought to take it up in a serious manner. I do not feel like doing anything unless I know I represent some responsible client, and I do not see any reason why you should take the whole burden of caring for the matter. The thing to do is to see the man who is in back of the bill, a very decent fellow and a very good friend of mine, and discuss it. Let me hear from you in the matter.

Yours truly,
(Sgd) MORRIS WOLF,
for STERN & WOLF"

Bill No. 1393 provides that before a distributor of motion pictures can do business in Pennsylvania he must procure a license to conduct such business from the Pennsylvania Board of Censors, as now constituted. It also provides that a bond be filed with the said Board of Censors in double the amount of deposits received from exhibitors in the State of Pennsylvania. There are additional features of the bill which are just as annoying and impracticable as those herein enumerated.

Very truly yours,

Frederick H. Elliott

Executive Secretary

NATIONAL ASSOCIATION OF THE

Motion Picture Industry

TIMES BUILDING NEW YORK May 31, 1919.

Mr. D. W. Griffith,
807 Longacre Bldg.,
New York City.

Dear Sir:-

The special committee representing the Producers and Distributors which was appointed to cooperate with the Joint Centenary Committee of the Methodist Minute Men respectfully requests a prompt acknowledgment to the letter addressed to you under date of May 19th.

Yours very truly,

F. H. Elliott.
Executive Secretary.

FHE/N

file 5/ /19

TITLE SHEETS

FOR

"BROKEN BLOSSOMS"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TITLES.

"Broken Blossoms."

1. BROKEN BLOSSOMS
or
THE YELLOW MAN AND THE GIRL.

2. Adapted from the story by Thomas Burke.
Under the personal direction of -

D. W. GRIFFITH.

Photography by -- G. W. Bitzer.

3. CAST OF CHARACTERS.

Lucy, the girl..... Miss Lillian Gish
The Yellow Man..... Richard Barthelmas
Battling Burrows..... Donald Crisp
His Manager..... Arthur Howard
Evil Eye..... Edward Peil
The Spying One..... George Beranger
The Prizefighter..... Norman Selby

4. It is a tale of temple bells, sounding at sunset before the image of Buddha; It is a tale of love and lovers, it is a tale of tears.

5. We may believe there are no Battling Burrows striking the helpless with brutal whip - but do we not ourselves use the whip of unkind words and deeds? So, perhaps Battling may even carry a message of warning.

6. At the turn stiles of the East - the bund of a great Chinese treaty port.

7. The Yellow Man in the temple of Buddha before the contemplated journey to a foreign land.

8. Advice for a young man's conduct in the world --- word for word such as a fond parent or guardian of our own land would give.

9. The Yellow Man holds a great dream to take the glorious message to the barbarous Anglo-Saxons, sons of turmoil and strife.

10. Sky larking American Sailors.

11. "Do not give blows for blows. The Buddha says; 'What thou dost not want others to do to thee, do thou not to others'."

12. Just a sociable free fight for the Jackies, but the sensitive Yellow Man shrinks in horror.

13. The Yellow Man more than ever convinced that the great nations across the sea need the lessons of the gentle Buddha.

14. The day set for departure to foreign shores.

15. Early morning.

16. Now -- Limehouse knows him only as the Chink storehkeeper.

17. The Yellow Man's youthful dreams come to wreck against the sordid realities of life.

18. Broken bits of his life in his new home.

19. Chinese, Malays, Lascars, where the Orient squats at the portals of the West.

20. In this scarlet house of sin, does he ever hear the temple bells.

21. Fantan the Goddess of Chance.

22. The home of Lucy and Battling Burrows.

23. Fifteen years before one of the Battler's girls thrust into his arms a bundle of white rags -- So, Lucy came to Limehouse.

24. Battling Burrows, the abysmal brute -- a gorilla of the jungles of East London, gloating on his victory.

25. The managers complaint about drink and woman puts Battling in a rage - he cannot take his temper out of him, he saves it fir a weaker object.

26. End of Part One.

27. Reel Two.

28. Lucy the girl, when not serving as a punching bag to relieve the Battlers feelings, this bruised little body may be seen creeping around the docks of Limehouse.

29. Lucy's surroundings have not been the most cheerful -- a married acquaintance has told her ----

30. "Whatever you do, dearie, don't get married."

31. Warned as strongly by the ladies of the street against their profession.

32. In every group there is one, weaker than the rest -- the butt of uncouth wit or ill-temper. Poor Lucy is one of these.

33. Lucy, as usual received the Battler's pent up brutishness.

34. "Don't whip me, don't."

35. "Please don't - Daddy."

36. "Put a smile on yer face, can't yer?"

37. Poor Lucy, never having the cause to smile uses this pitiful excuse instead.

38. She has to wait.

39. ------He can't stand poor table manners.

40. He orders his tea for five o'clock.

41. "Come on - give us a smile."

42. "My brother leaves for China tomorrow to convert the heathen.

43. "I -- I wish him luck."

44. Insert work "Hell" on book.

45. The shopping trip.

46. Insert letter, "Dearies, ---

47. Enough tin foil might get something extra.

48. End of Reel Two.

49. Reel Three.

50 The Yellow Man watched Lucy often. The beauty which all Limehouse missed smote him to the heart.

51. This child with tear aged face.

52. Evil Eye also watches.

53. The spirit of Beauty breaks her blossoms all about his chamber.

54. The Manager horrified to find Battling at it again.

55. "Wat yer want me to do - pick violets?"

56. Lucy's starved heart aches for the flower.

57. -----But not quite enough tin-foil.

58. The manger's protest against Burrow's dissipation sends him home in another rage.

59. "Tain't five! Tain't five!"

60. His last meal before taking up training quarters across the river, for his retur match with the Tiger.

61. The terrible accident.

62. "Pretend yer didn't do it on purpose! I'll learn yer!"

63. "Don't do it, Daddy! You'll hit me once too often --- and then they'll - they'll hang yer!"

64. "Oh, look! Daddy! Dust on yer boots!"

65. Dubly, blindly, she struggles away from her house of suffering.

66. Returning from tea and noodles.

67. With perhaps a whiff of the lilied pipe still in his brain.

68. The first gentleness she has ever known.

69. O, lily flowers and plum blossoms,
Oh, silver streams and dim-starred skies.

70. He saved her from nameless horrors -- what he brings to her is love - and death.

71. End of Reel Three.

72. Reel Four.

73. The room prepared as for a princess.

74. A magical robe treasured from an olden day.

75. She seems transformed - into the dark chambers of her incredulous, frightened little heart comes warmth and light.

76. Blue and Yellow silk carressing white skin, her beauty so long hidden shines out like a poem.

77. He dreams her prattle, her bird-like ways, her sweet self -- are all his own.

78. "What makes you so good to me, Chinky?"

79. There he brings rays stolen from the lyric moon, and places them on her hair; and all night long he crouches, holding one grubby little hand.

80. Breathing in an amber flute to this alabaster cockney girl, her love name -- White Blossom.

81. Now there is one, a friend of Battling's having some business in the Yellow Man's shop.

82. Change for half a crown.

83. Across the river, where Battling is training for his fight before the munition workers, comes the man (The Spying One.)

84. Battling discovers parental rights -- A Chink after his kid! He'll learn him!"

85 Above all, Battling hates those not born in the same great country as himself.

86. The girl moves to go home.

87. But decides to wait until tomorrow.

88. "Wait till I'm through with this fight tonight -- I'll get 'em!"

89. End of Reel Four

90. Reel Five.

91. His love remains a pure and holy thing even his worst foe says this.

92. He goes to right his ----- honor?

93. The lowering storm.

94. "YOU! With a dirty Chink!"

95. "Tain't nothin' wrong! Tain't nothin' wrong! I fell down in the doorway -- and -- it washt nothin' wrong!"

96. The cloaking river mist.

97. "I'll learn yer! I'll lean Yer!"

98. Evil Eye investigates.

99. "Take them things off!"

100. Evil Eye gladly bears the news.

101. "Where is he?"

102. "Don't! DADDY! It washt nothin' wrong!"

103. "Open, I tell yer!"

104. End of Reel Five.

105 Reel Six

107. "Don't Daddy! - DON'T! THEY'LL HANG YER!"

108. Dying, she gives her last little smile to the world that has been so unkind.

109. "Better than last week, - Only forty thousand casualties."

110. As he smiles goodbye to White Blossoms,
all the tears of the ages rush over his heart.

111. The End.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(Border) BROKEN BLOSSOMS

OR

THE YELLOW MAN AND THE GIRL

Copyright 1919 by D. W. Griffith.

(Border) Adapted from a story by Thomas Burke

Under the Personal Direction of

D. W. GRIFFITH

Photography by G. W. Bitzer.

CAST OF CHARACTERS

Lucy the Girl.....Miss Lillian Gish
The Yellow Man.....Mr. Richard Barthelmess
Courtesy of the Dorothy Gish Company
Battling Burrows.....Donald Crisp
His manager.....Arthur Howard
Evil Eye.....Edward Peil
The Spying One.....George Beranger
A Prizefighter.....Norman Selby.

DG

147 In every group there is one, weaker than the rest - the butt of uncouth wit or ill-temper. Poor Lucy is one of these.

146 It is a tale of temple bells, sounding at sunset before the image of Buddha; it is a tale of love and lovers; it is a tale of tears.

4-A We may believe there are no Battling Burrows, striking the helpless with brutal whip - but do we not ourselves use the whip of unkind words and deeds ? So, perhaps, Battling may even carry a message of warning.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At the turn-stiles of the east - the
of a great Chinese treaty Port.

6 The sunset temple bells.

132 The Yellow Man in the Temple of Buddha, before his contemplated journey to a foreign land.

108 Advice for a young man's conduct in the world - word for word such as a fond parent or guardian of our own land would give.

7 The Yellow Man holds a great dream to take the glorious message of peace to the barbarous Anglo-Saxons, sons of turmoil and strife.

146 S ky-larking American sailors.

8-B (ART TITLE) "Do not give blows for blows. The Buddha says: 'What thou dost not want others to do to thee, do thou not to others'"

59 Just a sociable free fight for the Jackies - but the sensitive Yellow Man shrinks in horror.

10 The Yellow Man more than ever convinced that the great nations across the sea need the lessons of the gentle Buddha.

11	The day set for his departure to foreign shores.
126 (ART TITLE)	Early morning in the Limehouse district of London, some years later.
149	The Yellow Man's youthful dreams come to wreck against the sordid realities of life.
64	Now - Limehouse knows him only as a Chink storekeeper.
87	Broken bits of his life in his new home.
109	Fantan, the Goddess of Chance.
29-A	Chinese, Malays, Lascars, where the Orient squats at the portals of the West.
85 (ABT TITLE)	In this scarlet house of sin, does he ever hear the temple bells?
130 (ART T ITLE)	Lucy, the Girl. When not serving as a punching bag to relieve the Battler's feelings, this bruised little body may be seen creeping around the docks of Limehouse.
147	This child with tear-aged face -
148	This child's face, aged with tears -

Lucy's surroundings have not been the most cheerful.-
A married acquaintance has told her -

62 "Whatever you do, dearie, don't get married."

63 Warned as strongly by the ladies of the street
against their profession.

133 The home of Lucy and Battling Burrows.

13-B Fifteen years before one of the Battler's girls thrust
into his arms a bundle of white rags -
So Lucy came to Limehouse.

15-A Battling Burrows, an abysmal brute - a gorilla of
the jungles of East London - gloating on his victory
over the "Limehouse Tiger."

17 "Don't whip me - don't!"

91-A "Put a smile on yer face, can't yer?"

92 She has to wait -

93 - he can't stand poor table manners.

94 "Come on - give us a smile."

Poor Lucy, never having cause to smile, uses this
pitiful excuse instead.

135	He orders his tea for five o'clock.
67	"My brother leaves for China tomorrow to convert the heathen."
68	"I - I wish him luck."
120	The shopping trip.
121	Enough tin foil might get something extra.
25-A	The Yellow Man watched Lucy often. The beauty which all Limehouse missed smote him to the heart.
95 (ART TITLE)	Evil Eye also watches.
(ART TITLE)	The Spirit of Beauty breaks her blossoms all about his chamber.
71	Lucy's starved heart aches for the flower-
96	- but not quite enough tin foil.
142	The manager horrified to find Battling at it again.
143	"Wot yer expect me to do - pick violets?"
88	The manager's complaint about drink and women puts Battling in a rage - he cannot take his temper out on him - he saves it for a weaker object.

89		Lucy, as usual, receives the Battler's pent up brutishness.
54		"'Tain't five! 'Tain't five!"
141		His last meal before taking up training quarters across the river, for his return match with the Tiger.
19-A		The terrible accident.
97		"Pretend yer didn't do it on purpose! I'll learn yer!"
21		"Don't do it, Daddy! You'll hit me onee too often - and then they'll - they'll hang yer!"
22-A		"Oh, look! Daddy! Dust on yer boots!"
23		Dumbling, blindly, she struggles a way from her house of suffering.
103		Returning from tea and noodles.
110	(ART TITLE)	With perhaps a whiff of the lilied pipe still in his brain.
122		The first gentleness she has ever known
33-A	(ART TITLE)	He saves her from nameless horrors - what he brings to her is love - and death.

98 (ART TITLE)	The room prepared as for a princess.
	A magical robe treasured from an olden day.
111 (ART TITLE)	She seems transformed - into the dark chambers of her incredulous, frightened little heart comes warmth, and light.
99-A (ART TITLE)	Blue and yellow silk caressing white skin - her beauty so long hidden shines out like a poem.
101-A	He dreams her prattle, her bird-like ways, her sweet self - are all his own.
37	There he brings rays stolen from the lyric moon, and places them on her hair; and all night long he crouches, holding one grubby little hand.
36-A (ART TITLE)	Breathing in an amber flute to this alabaster cockney girl her love name - White Blossom.
39-A (ART TITLE)	Now there is one, a friend of Battling's, having some business in the Yellow Man's shop.
44	"What makes you so good to me, Chinky?"
75	Change for half a crown.
144	Across the river, where Battling is training for his fight before the munition workers, comes the Spying One.

41 Above all, Battling hates those not born in the same great country as himself.

47-A The girl moves to go home -

114 - but decides to wait until tomorrow.

136 "Wait till after this fight tonight - I'll get 'em!"

137 "Wait till I'm through with this fight tonight - I'll get 'em!"

131 (ART TITLE) His love remains a pure and holy thing - even his worst foe says this.

122 Battling discovers parental rights - A Chink after his kid! He'll learn him!

115 He goes - -

116 - to right his Honor?

80 (ART T ITLE) The lowering storm.

45 "YOU! With a dirty Chink!"

46 "'Tain't nothin' wrong! 'Tain't nothin' wrong! I fell down in the doorway and - it wasn't nothin' wrong!"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Where is he?"

48 "I'll learn yer! I'll learn yer!"

Evil Eye investigates.

82 "Take them things off!"

100. The cloaking river mist.

118. "Don't! DADDY! It wasn't nothin' wrong!"

139 "Don't Daddy! - DON'T! THEY'LL HANG YER!"

117 "Open, I tell yer!"

(ART TITLE) Dying, she gives her last little smile to the world that has been so unkind.

(ART TITLE) As he smiles goodbye to White Blossom, all the tears of the ages rush over his heart.

102 "Better than last week - Only forty thousand casualties."

****

It's a tale of temple bells, sounded at sunset before the image of Buddha.
.....
We may believe there are no Battling Burrows striking a helpless but brutal whip, but do we not ourselves use the whip of unkind words indeed?

The yellow man in the Temple of Buddha, before his contemplated journey to a foreign land.

The yellow man holds a great dream to take with him the glorious message of peace to the barbarous Anglo-Saxons, sons of turmoil and strife.

Do not give blows for blows. The Buddha says, "What thou dost not want others to do to thee, do thou not to others".

The great millions across the sea need the lessons of the gentle Buddha.

Now Limehouse knows him as only a Chink storekeeper.

The yellow man's youthful dreams come to wreck against the sordid realities of life.

In this scarlet house of sin, does he ever hear the temple bells?

In every group, there is one weaker than the rest. The butt of uncouth wit or ill temper. Poor Lucy is one of these.

Lucy, as usual, receives the Battler's pent-up rudishness.

Put a smile on yer face, can't yer?

Poor Lucy, never having cause to smile, uses this pitiful excuse.....

My brother leaves for China tomorrow, to convert the heathen.

I.....I wish him luck.

Enough tinfoil might get something extra.

The yellow man watched Lucy often. The beauty which all Limehouse missed, smote him to the heart.

This child, with tear-aged face.

The Spirit of Beauty breaks her blossoms all about his chamber.

What do yer expect me to do? Pick violets?

Lucy's starved heart goes for the flower.

But not quite enough tinfoil.

Pretend you didn't do it on purpose. I'll lern yer.

Don't do it, daddy! You'll hit me once too often. And then they'll hang yer.

Oh, look, daddy! Dust on your boots!

After dimmed aeons, dumbly---blindly---she struggles away from her house of suffering.

Returning from tea and noodles.

With perhaps a whiff of the lilied pipe still in his brain.

The first gentleness she has ever known.

Oh, little flowers and plum blossoms;
Oh, lily fields and star-dimmed nights.

He saves her from nameless horrors. What he brings to her is love----- and death.

The room prepared as for a princess.

A magical robe, treasured from an olden day.

Blue and yellow silk caressing white skin. Her beauty, so long hidden, shines out like a poem.

He dreams her prattle, her bird-like .....

What makes you so good to me, Chinky?

There he brings rays stolen from the lyric moon, and places them on her hair. All night long he crouches, holding one grubby little hand.

Breathing in an amber flute, to this alabaster, cockney girl, her love name.....White Blossom.

Across the river, where Battler is training for his fight before the Ammunition Workers, comes the Spying One.

Battler discovers parental rights. A Chink after his kid. He'll learn him.

Above all, Battler hates those not born in the same great country as himself.

The girl moves to go home.....but waits, and decides to go tomorrow.

His love remains a pure and holy thing. Even his worst foe says that.

He goes to right his Honor?

You! With a dirty Chink!

'Taint nothing wrong! I fell down in the doorway.....it wasn't nothing wrong.

The cloaking river mist.

Don't, daddy! It wasn't nothing wrong.

Still trying to scream through the walls, dimly hoping someone might hear and help her.

Don't, daddy! Don't! Don't! They'll hang yer!

Dying, she gives her last little smile to the world that's been so unkind.

As he smiles goodbye to White Blossom, all the tears of the ages rush over his heart.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

June 1st 1919.

D. W. G. CORPORATION

TO

ALBERT H.T. BANZHAF, DR.

- -

To Professional Services for Month of

May 1919 - - - - - - - - - - $ 150.00

Received Payment
JUN 18/19

M. L. BERNSON STATEMENT S. MANDEL.

Los Angeles, Cal., 6/1 191-9

D. W. Griffith Studio
4500 Sunset Blvd.

QUEEN CITY IRON & METAL CO.

DEALERS IN

SCRAP IRON, METALS, PIPE
MACHINERY OF ALL KINDS

1531--41 NORTH MAIN STREET

PHONE EAST 615

4/4	Acc. Rend.	25 00

This Bill is NET CASH
No Discount allowed.

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., June 1 1919

M D W Griffith
4500 Sunset

To **P. A. McCOOL** Dr.

Plumber

1654 N. Vermont Avenue
Corner Prospect

As per attached Bills	✓	395.
" " " "	✓	825.
" " " "	✓	1675.
		$28.95

Statement

Paid 6/14 Ck 3909
exp 184

First 5.0

June 2nd 1919.

First National Exhibitors Co.,
#6 West 48th Street,
New York City. Attention of Mr. Williams,
President.

Dear Mr. Williams:

In conformity with our conversation over the telephone I enclose herewith notice of Travellers Insurance Company of premium due on the life of Mr. David W. Griffith, Policy #361365 due June 6th premium $1803.00, which policy as up to date has been held by the F-4 Corporation and which Company has ceased to be interested in carrying further insurance beyond said date on Mr. Griffith's life. I have prepared assignments of the F-4 Corporation to the First National Exhibitors Circuit, Inc. under date of the 21st day of May 1919 and as soon as I receive your Company's check for the above premium I will deliver the duplicate assignment with the original policy to your Company and forward a copy of the assignment to the Travellers Insurance Company, Hartford, Conn. This assignment has been made in due form with the consent of the above-named Insurance Company. You can make the check payable direct to the Travellers Insurance Company and I will forward the same to them and send you a receipt therefor.

After the three pictures which Mr. Griffith has contracted to deliver to you have been delivered your Company is to re-assign said policy at Mr. Griffith's option to whomever he may designate and you will cease to be liable for the premiums or interested therein.

Very truly yours,

AHTB/GD

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

June 2, 1919

Mr. E. C. Bidwell,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Dear Mr. Bidwell:

Replying to your letter of the 27th, attached to which is a copy of letter from Mr. Orth, please note that I wish to take exception to the third paragraph therein - in which he states that the matter of guarantee on GREAT LOVE has been adjusted to my satisfaction. Do not believe a word of it -- it has not been arranged to my atisfaction, and will not be until I get check for the $260.89 which they owe you on the guarantee, and since the prompt receipt of your check-stub and duplicate bill (which, apropos, I very much appreciate) you will be in receipt of this check before very long or you will know the reason why.

Regarding your complaint about not getting vouchers, please note that upon going over their accounts very thoroughly I find that all items charged are exactly in accordance with the cash receipts which you have received from F.P-L. in Los Angeles. In other words, they have charged to the "D" and "C" series of pictures nothing but what you have received and what was shown on your various cash receipt statements. At first they said they had charged you with certain expenses incurred in New York but when I came to look into these charges I found that not one cent of New York expenses were charged to your pictures, and the reason for their statement was that they had mixed the "D" and "C" series of pictures with "Hearts".

In other words, the expenses they were talking about were all legitimate expenses of "Hearts" and were charged to that account.

I wrote you recently that there were ~~difficulties~~ differences between your cash receipts and some of the charges on the F.P.-L statement. I also wrote you that they would be straightened up in time; if I find any differences you will be promptly notified of them. If these differences represent other han what appears on your various cash receipts you will receive duplicate vouchers for them; so please rest assured that this matter is being looked after and will be properly adjusted.

I trust I have made these matters quite clear to you, and incidentally, I wish to say that you should be very glad that these matters are in my hands for adjustment; otherwise they could never be adjusted and

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762.

Albert L. Grey,
GENERAL MANAGER.

where you gain in this respect - I certainly lose; my other suties are amply sufficient to occupy my time to the very fullest extent, as Miss Weiner can testify when she returns. She will tell you that your office, in comparison with ours, is like a country churchyard to our auction mart

Be sure not to forget to give me details of all your receipts from F.P-L. You omitted to do this on your Statement No. 79, week ending May 17. I can not check the statement unless you give me details of what those payments represent.

Please also send all possible details showing the nature of the amounts shown on your May trial balance, regarding which I wrote you, - C.O.D's., Profit and Loss Expenses, etc.. By looking the Trial Balance over before you mail it to me, you will be able to tell just what amounts I should have complete details of. Also please keep your Accounts Receivable due you from the F.P.L for guarantees separate from other Accounts Receivable.

I mentioned in my letter (~~that~~ the one written you by me in longhand) this matter, and explained therein the reasons for this.

I presume you intended to flatter me when you say my photograph looks like a priest --- but I am not. How can anyone be priestly, I'd like to know, who has lived seven years with a motion picture studio, and being annoyed with automobiles and six million other details all at one and the same time? You ought to know!

Best regards.

Sincerely yours,

D.W. Griffith

Rush copy of cash receipt statement #79 with details of F.P.L. checks. all of the charges appear on F.P.L statements but I cannot distinguish which is which until I get your details

June 3d 1919.

Mr. Willard Griffith,
Upland, Calif.

Dear Willard:

Your letter of May 20th is received. I think your suggestion about voodooism among the negroes is very excellent.-

I do not know whether Mr. Griffith has any idea of using this suggestion or not, but inasmuch as there is so little information available on the subject, if you can locate anything, will be very glad to have you do so. It would not be necessary for you to put the information into story form. All we would require would be merely to get what information you can as to what voodooism really is, together with the belief of the negroes in regard to it.

In general, I understand that voodooism is a form of witchcraft or sorcery peculiar to some classes of the negroes. I believe that possibly you will find that in connection with this form of superstition the negroes have great faith in another form of superstition which I believe is called fetish. Possibly I am wrong in associating these two forms of superstition but your reading should bring out this description.

Am enclosing herewith your check for the month of May.

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Tell a story you know what to leave out. — The art of elimination.

Congratulations and heartiest good wishes — always

Yours truly

Howard Chandler Christy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOWARD CHANDLER CHRISTY
1 WEST 67TH STREET

June 3 1919

Dear Mr Griffith,

I saw your picture "Broken Blossoms" - and want to congratulate you on this very artistic production. This is an example where one forgets that it is photography and is lost in the enjoyment of real and very beautiful art. When you want to

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

June 3, 1919.

Dear Mr.Banzhaf:

I send you herewith draft of escrow agreement under which the shares of the Artists are to be deposited with Mr.O'Brien. The question of the adoption of this contract will come up at the next Directors' meeting, and I am sending you this draft to serve as a basis for discussion on that occasion.

There will be a separate contract with each Artist, varying slightly as to details but identical in substance.

Very truly yours,

Francis H. McAdoo

Albert H.T.Banzhaf, Esq.,
2 Rector Street,
New York City.

FHM
MCO

The Secretary presented four (4) certain contracts, each dated February 5th, 1919, executed respectively by CHARLES CHAPLIN, DOUGLAS FAIRBANKS, DAVID W. GRIFFITH and GLADYS MARY MOORE (professionally known as Mary Pickford), such four (4) contracts being known collectively as the Artists' contracts, and executed by this Corporation on , , pursuant to a resolution of the Board of Directors adopted at a meeting of said Board held on May 20th, 1919, said contracts having been delivered on behalf of the above-named Artists to this Corporation in accordance with a certain contract between the above-named Artists, also dated February 5th, 1919, providing for the incorporation of this Corporation, a copy of which last mentioned contract was also presented by the Secretary and directed to be filed among the corporate records of this Corporation. Whereupon the following resolutions were unanimously adopted:

WHEREAS in the judgment of the Board of Directors the photoplays agreed to be delivered to this Corporation under said contracts are necessary for the business of this Corporation and constitute good and sufficient consideration for the issue of five thousand (5,000) shares of the common stock of this Corporation, the same being without par or nominal value:

RESOLVED that, in consideration of the delivery of said contracts to this Corporation, the proper officers of this Corporation be, and they hereby are, authorized to issue and deliver to William G.McAdoo, Esq., one thousand (1,000) shares of no par value of this Corporation fully paid and non-assessable, said shares to include the shares of no par value subscribed for by the

signers of the certificate of incorporation of this Corporation, assignments of said subscriptions being held by him; and

RESOLVED that, in consideration of the delivery of said contracts to this Corporation, the proper officers of this Corporation be, and they hereby are, authorized to issue to said Charles Chaplin, Douglas Fairbanks, David W.Griffith and Gladys Mary Moore (professionally known as Mary Pickford) one thousand (1,000) shares of no par value each, making a total of four thousand (4,000) shares of no par value to a person or corporation to be agreed upon by said Charles Chaplin, Douglas Fairbanks, David W.Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation, and to no other person, said four thousand (4,000) shares to be held by said person or corporation in escrow in accordance with the provisions of said contracts between said Charles Chaplin, Douglas Fairbanks, David W.Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation; and

RESOLVED that the proper officers of this Corporation be, and they hereby are, authorized and directed to execute an escrow agreement for the holding and delivery of said four thousand (4,000) shares of non-par value in accordance with the terms and provisions of said contracts between said Charles Chaplin, Douglas Fairbanks, David W.Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and this Corporation dated February 5th, 1919, said escrow agreement to provide that while said four thousand (4,000) shares are held in escrow, each of the aforesaid artists shall have the right to vote his or her respective holdings thereof; provided that said escrow agreement shall be approved by the general counsel of this Corporation before execution of the same by its officers.

It is understood that the plan outlined in this agreement will be translated into legal form by Mr.McAdoo as general counsel for the corporation, in such manner as he may determine to be legally advisable, and that the parties will, under his guidance, take such steps in the formation of the corporation, and will execute such supplementary contracts and documents for the purpose of effectuating this agreement, as he may deem advisable.

June 4th 1919.

Mr. R. W. Creuzbarr,
United States Shipping Board,
Emergency Fleet Corporation,
Philadelphia, Pa.

Dear Mr. Creuzbarr:

I enclose herewith rough sketch of proposed studio building with the dimensions therein, with a view of ascertaining whether you could salvage any steel structure which might meet the purposes of such a proposed building.

In connection with this building, we would need wiring, toilet accessories, etc. Can you give me an idea if we could pick up steel frames which may take care of such a structure, and if so how soon the same could be had and at what cost?

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 4th 1919.

Mr. E. C. Bidwell,
c/o Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

I enclose herewith corrected return ~~to be~~ signed and sworn to by Mr. Griffith for his income tax for the year 1918.

I note that in the return we made at the Coast we overlooked the sum of $5,200. which Mr. Griffith received as salary from the Epoch Producing Corporation, and the return has therefore been corrected to include this amount. Consequently the amount of Mr. Griffith's tax as shown on Page 1, Item 41 will be $50,532.12 instead of $47,204.12 as shown on the original return.

The difference between these two tax amounts is $3,328. You will have to therefore pay one-fourth (1/4th) of this amount, or $832., in addition to the one-fourth (1/4th) of $50,532.12; viz, $12,633.03 which falls due on June 15th adding the $832. which should have been paid on March 15th. which would make a total payment on June 15th of $13,465.03. A check for this amount should be paid by you to the Tax Collector at the time this new return is made, on or before June 15th.

You can explain to the Collector that the amount of salary which was overlooked as having been paid Mr. Griffith was due to an oversight, inasmuch as this amount was deposited in a separate bank account of Mr. Griffith's in New York, and that no record thereof was kept at your office, and that the error was caused by me failing to apprize you thereof. I did not discover this error until I went over the statement here. If the Collector feels that an affidavit is necessary to explain this delay you can make one for him setting forth the above facts. It may be that the Collector will insist upon a penalty being paid on the $832. which is the amount which should have been paid in addition to the $11,801.03 to be paid at the time of filing the return.

Please attend to this matter at once and wire me when you have filed the same with the Tax Collector.

I would suggest that you make a copy of the amended return so that you have a copy thereof in your office for future reference.

Very truly yours,

AHTB/GD
Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 4th 1919.

Mr. E. C. Bidwell,
c/O Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

I enclose herewith corrected return ~~form~~ signed and sworn to by Mr. Griffith for his income tax for the year 1918.

I note that in the return we made at the Coast we overlooked the sum of $5,200. which Mr. Griffith received as salary from the Epoch Producing Corporation, and the return has therefore been corrected to include this amount. Consequently the amount of Mr. Griffith's tax as shown on Page 1, Item 41 will be $50,532.12 instead of $47,204.12 as shown on the original return.

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You can explain to the Collector that the amount of salary which was overlooked as having been paid Mr. Griffith was due to an oversight, inasmuch as this amount was deposited in a separate bank account of Mr. Griffith's in New York, and that no record thereof was kept at your office, and that the error was caused by me failing to apprize you thereof. I did not discover this error until I went over the statement here. If the Collector feels that an affidavit is necessary to explain this delay you can make one for him setting forth the above facts. It may be that the Collector will insist upon a penalty being paid ~~ak~~ on the $832. which is the amount which should have been paid in addition to the $11,801.03 to be paid at the time of filing the return.

Please attend to this matter at once and wire me when you have filed the same with the Tax Collector.

I would suggest that you make a copy of the amended return so that you have a copy thereof in your office for future reference.

Very truly yours,

Albert H. Barnhart

AHTB/GD
Enc.

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

David W Griffith (Name)

4500 Sunset Blvd (Street and number or rural route)

Los Angeles, Cal. (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? Yes
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No.
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)

11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (Give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.)
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17,000				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30,000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.

15. Item L, page 2	$124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$124034	55

Total Net Income Subject to Normal Tax.

At 1918 rates.		
25. Net income shown on page 2, Item J	$124034	55
26. Less personal exemption	1000	
27. Balance	$123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	
29. Balance subject to tax at 12%	$119034	55
At 1917 rates.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.

33. Normal tax of 6% on amount of Item 28	$ 240	
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$ 50532	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$ 50532	12
42. Amount of tax paid on submission of return	$ 11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$			
Second	$			
Third	$			
Fourth	$			

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TAXPAYER'S WORK SHEET FOR RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Sunset Blvd Los Angeles Cal.

3. Total sales and income from business or professional services $576024 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$305527	70	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	—
5. Material and supplies			13. Rent	2528	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
9. TOTAL	$569590	44	17. Bad debts arising from sales	6772	72
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. NET COST OF GOODS SOLD	$514349	97	19. TOTAL OTHER BUSINESS DEDUCTIONS	$64776	44

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS $579076 41

21. NET INCOME FROM BUSINESS OR PROFESSION ..... Loss $4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.
Director General	Self	$20000 —	$
Vice-President	Epoch Producing Corp. 1476 B'way N.Y. City	5200 —	

NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4) ..... $25200 — $ ..... $25200 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandall Spring Water Co. Bonds	1915	Albert L. Grey 95th Riverside Drive N.Y.	$1000	$1700 —	$	$	
Western Realties Product Co	1917	Company Treasury	—	1000 —			Loss
NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)			$1000 —	$1800 —	$	$	$1900 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Pictures		$	$	$	$	$	
"Birth of Nation"	Epoch Producing Corporation	32447 76					
Heart of the World	"Famous Players-Lasky Corp	104254 37					
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120	—	3. Losses by fire, storm, etc. (explain in table below)	$2537	31	5. Other deductions, if any. (explain below)	$3600 —
2. Taxes paid or accrued	271	65	4. Contributions (explain below)	1206	29	TOTAL	$7735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $134034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $134034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A-16	Studio Equipment	1917-18	$52440 25	$	33⅓	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A 18 Royalty "Heart of the World" paid to D.W. Belzer 5278.52
A 18 Loss on Chemical Experimentation 3631.17
I 3 Loss on exhibition "Greatest Thing in Life
I 4
I 5 Wages paid for operation of Ranch - No income therefrom as yet.

INSTRUCTIONS FOR FILLING INDIVIDUAL INCOME TAX RETURN FOR NET INCOMES OF MORE THAN $5,000

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I. HOW TO DECIDE WHETHER TO MAKE A RETURN.

1. Calculate your net income by filling in page 2 of the work sheet according to page 2 of the instructions.

2. Add the net income of your wife (or husband) and dependent minor children, if any, except as provided in paragraph 5.

3. The total family income, calculated in accordance with paragraphs 1 and 2, must be reported, either in your return or in a separate return by wife (or husband), if it equaled or exceeded—

(a) $2,000 if you were married and lived with your wife (or husband).

(b) $1,000 if you were not married or did not live with your wife (or husband).

4. In any case, you must make a return if your net income equalled or exceeded the amount of your personal exemption, not including any additional exemption allowed you as head of family or on account of dependents.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee, or other fiduciary, must be reported by his guardian or other legal representative.

6. If your wife (or husband) had any separate income, she (or he) should make a separate return.

II. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in 1917 but was not received until 1918, unless it was reported in last year's return.

4. If you report income received, you must include all income constructively received, as bank interest credited to your account.

III. RECEIPTS EXEMPT FROM TAX.

The following classes of receipts are exempt from income tax, and need not be reported on page 2 of the return. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5, and 6 should be reported in table 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military and naval forces of the United States.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will, or inheritance is taxable and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, provided your holdings do not exceed the exemptions allowed by law. See table 13, page 1 of return, and instructions, page 2, under K(b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, territories, political subdivisions thereof (such as cities, counties, and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Proceeds of life insurance policies paid on the death of the insured.

8. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income and must be reported in Schedule G.

9. Amounts received from accident and health insurance and under workman's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

IV. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner renting your farm out on shares, get from the collector and fill out a "Schedule of Farm Income and Expenses." Transfer the net farm income to line 21 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return. Send your Schedule of Farm Income and Expenses with the return to the collector.

V. PERIOD TO BE COVERED BY RETURN.

1. You must report your net income for the **calendar year 1918**, except under the conditions stated in paragraph 2.

2. If you are engaged in business and keep books of account which are regularly closed each year at the end of some month other than December to determine your annual profit or loss, you may, after obtaining the Commissioner's permission, make a return covering the period from January 1, 1918, to the date on which you closed your books, and thereafter for each period of 12 months.

3. If you make a return for a part of the calendar year 1918, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The dates on which the period covered by the return begins and ends, if other than the calendar year 1918, must be plainly stated at the head of the return; answers to questions 5, 6, and 7 must be given for that period; and the affidavit must be changed accordingly.

VI. PERSONAL AND FAMILY EXEMPTION.

1. If you were married and lived with your wife (or husband) or were head of a family in 1918, you may subtract from your net income, before calculating your tax, a family exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who received his chief support from you. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family in 1918, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who received his chief support from you.

3. If you were entitled to any of the foregoing exemptions during a part of the year only, you may claim as many twelfths of the exemptions stated as there were months in such part of the year. Any part of a month may be counted as a month.

4. The personal or family exemption must be reported on line 26, page 1 of the return, and must be supported by answers to questions 5, 6, 7, and 8.

5. A "head of family" is a person who is the chief support of one or more persons living in his household, who are closely related to him (or her) by blood, marriage, or adoption.

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated; in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector or deputy collector of internal revenue, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN SHOULD BE SENT.

Send your return to the collector of internal revenue for the district in which you live or have your principal place of business so that it will reach him on or before March 15, 1919. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, or pay it in person except at the office of the collector or a regularly established internal revenue stamp office.

3. At least **one-fourth** of the tax is due at the same time that this return is due.

4. An additional amount sufficient to bring the total payments up to **one-half** of the tax must be paid on or before June 15, 1919.

5. An additional amount sufficient to bring the total payments up to **three-fourths** of the tax must be paid on or before September 15, 1919.

6. The entire remainder of the tax must be paid on or before December 15, 1919.

7. If any payment is not made when due, the entire unpaid balance of the tax will become due 10 days after demand therefor by the collector.

8. If you pay in cash, do not fail to get a receipt at the time of payment. If you pay by check or money order, your canceled check or your money order receipt will serve as a receipt.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax When Due.

Five per cent of the amount due but unpaid, plus 12 per cent interest per annum for the time during which it remains unpaid.

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX.

SURTAX RATES FOR 1918.

Amount of net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000	----------	----------	60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	----------
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000	----------	----------
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	----------

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000	----------	----------
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	----------

SURTAX RATES FOR 1913-15.

$20,000	----------	----------
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	----------

CALCULATION OF SURTAX AT 1918 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000:

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918 rates (Item L, page 2, or Item 15, page 1, of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

1. ITEM.	2. Example: Net income $13,800.	3. Computation of surtax on Item 15, page 1 of the return
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$
2. Total surtax thereon shown in column C	190.00	$
3. Remainder of net income after subtracting Item 1, above	1,800.00	$
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$
5. Total surtax due (sum of Items 2 and 4)	280.00	$

Item 5, column 3, should be entered as Item 36, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates:

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (a) the next larger amount shown in column A of the 1917 surtax table, or (b) the amount of Item 18, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (a) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 18 is greater than the amount in column A of the 1917 surtax table referred to in (a) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 18.

Seventh: Enter in column 2 the amount of Item 18.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line below that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.	2.	3.	4. (Per cent.)	5.
1.	$	$	$		$
2.					
3.					
4.					
5.					
6.					
Total					$

The total of column 5 should be entered as Item 37, page 1 of the return.

NOTE.—If you received stock dividends taxable at 1916 or at 1913-15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 18 and 21 for 1916 and 21 and 24 for 1913-15.

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INSTRUCTIONS FOR FILLING IN TAXABLE INCOME

If the form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(a) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction IV on the other side of this sheet.)

(b) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(c) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 21 your net income from farming, as shown by your "Schedule of Farm Income and Expenses."

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds, and other property not dealt in as a business should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 21, Schedule A.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—If inventories were taken at cost, write "C" on line 8, immediately before the amount column; if at cost or market, whichever is lower, write "C or M."

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for permanent improvements to property, or living and family expenses. Do not deduct interest on your own investment in your business, or salary or wages for your own services or the services of your family, unless these items are included as income in Schedule B or G.

Rent.—Report here rent for business property (not including rent for dwelling you occupy).

Interest.—Report here interest on business indebtedness, including indebtedness incurred to purchase or carry business property.

Taxes.—Report here only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Report here (a) ordinary repairs required to keep property in usable condition, (b) depreciation during the year on business property only to the extent not offset by repairs, replacements, or losses claimed as deductions in this or previous returns, (c) reasonable allowance for obsolescence (if any) of business property for which no deduction has been claimed elsewhere in this return or in any previous return, and (d) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs or replacements claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Any losses of property not used in your business, such as your dwelling or household furniture, should be reported in Schedule I.

The amount claimed for wear and tear or depreciation should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Do not claim depreciation or losses of articles that have been taken into your inventory at a figure reflecting the reduction in value.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see the income and profits tax regulations.

Bad debts.—Report only debts which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless, or if the deduction is based on a reserve, state specifically the basis on which such reserve has been computed. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected, the amount collected must be returned as income.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported in Schedule I.

Other expenses.—Do not include your personal exemption here. This is to be reported as Item 26.

Net loss.—If the net cost of goods sold plus other business deduction is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

If salary, wages, or other compensation was at the rate of $1,000 or more per annum, report it on a separate line, together with the occupation or position and employer's name and address. All other income from salaries, wages, commissions, etc., at a rate less than $1,000 per annum should be reported on a single line.

Do not report here pay, not exceeding $3,500, for active service in the Army or Navy (see Instruction III, paragraph 1, on the other side of this sheet). Report such pay in table 11, page 1 of the return.

Explain deductions in the space at the foot of page 2 of the return.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS.

Report your share (whether distributed or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust (if placed to your credit), not including the part of such share that consisted of dividends on stock of ordinary corporations (to be included in Item K(a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K(b), below), or (in the case of estates and trusts) interest on corporation bonds containing a tax-free covenant, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership whose fiscal year differed from the calendar year, assign to 1917 as many twelfths of your share of the partnership's income (except stock dividends and Liberty Bond interest received through the partnership) as the number of months of the partnership's fiscal year that fell in the calendar year 1917. Assign to 1918 the remainder of your share of the partnership's income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K(a) and K(b) below.

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

Use this schedule for all sales of real estate, and for sales of other property that you did not deal in as a business.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property or, if it was acquired before March 1, 1913, its fair market value on that date. Expenses incidental to the purchase may be included in the cost if never claimed in income-tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition if subsequent to March 1, 1913). (This is a deduction from cost, though treated for convenience as an addition to the sale price.)

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 4 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Amount of rent.—If you accepted crops or other property in lieu of cash rent, report the income as though the rent had been paid in cash.

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses and losses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed, the interest received must be reported in G. (The amount of tax paid by the debtor corporation is treated as a credit against the tax due. See Item 39, page 1 of the return.)

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other income not reported in Schedules A to F, except (a) dividends from corporations organized or doing business in the United States, which should be reported as Item K(a); (b) taxable interest on obligations of the United States, which should be reported as Item K(b); (c) receipts exempt from tax, as stated in Instruction III on the other side of this sheet; (d) partnership profits and stock dividends taxable at prior year rates (see items 12 and 14, page 1 of return).

State separately income from each source.

If you received any interest on bonds of foreign countries or corporations, or any dividends on stock of foreign corporations, submit with the return a schedule showing (a) name of country; (b) kind of obligations (whether national, state, or municipal obligations, or bonds or stocks of corporations); (c) amount of principal; and (d) amount of interest or dividends.

Deductions.—Explain deductions in the space at the foot of page 2 of the return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A, E, or G above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States. See Instruction III, page 1, for a list of obligations the interest on which is exempt.

Taxes.—Report here taxes on your dwelling and household property, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, or estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Explain such losses in table at foot of page 2 of return.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds the sum of your total net income (Item 24) and Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Other deductions.—Bad debts arising out of personal loans may be reported here. (See instructions for Schedule A, above.)

K (a). DIVIDENDS.

Stock dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should not be included in Item K(a), but should be reported as Item 12, a, b, and c, Item 14b, col. 4, and Items 14c and 14d on page 1 of the return.

Profits of personal service corporations should be included in C (except such part thereof as consisted of dividends of ordinary corporations and interest on obligations of the United States issued since September 1, 1917).

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

1. In order to ascertain the amount to be entered under K(b), refer first to Table 13 on page 1 of the return.

2. If any amount entered in column 6 of that table exceeds the maximum exemption for the same class of obligations (stated in column 7), then you must attach to the return a schedule showing in separate columns the following information for that class of obligations:

(a) Periods during which your holdings of that class of obligations remained unchanged (including your share of the holdings of partnerships, personal service corporations, estates, and trusts, and also any holdings the interest on which you reported as income for 1917, and on which you claimed exemption in your 1917 return).

(b) Amount of obligations held by you individually during each such period.

(c) Your share of the holdings of each partnership, personal service corporation, estate, and trust during each such period.

(d) Totals of amounts in columns b and c.

(e) Amount by which each amount entered in column d exceeds the maximum exemption for that class of obligations.

(f) Interest derived from each amount of principal stated in column e.

3. If any part of the interest reported in Table 13 was received through a partnership having a fiscal year falling partly in the calendar year 1917, the taxable interest received through such partnership should be calculated in a separate column g of the schedule. Enter in this column, for each period specified in column a, either (1) the amount entered in column f or (2) the interest on your share of the partnership's holdings (shown in column c), whichever is the smaller.

4. Enter as Item K(b), on page 2 of the return, the total of column f for all classes of obligations, less as many twelfths of the total of column g (if any) as the number of months of the partnership's fiscal year that fell in 1917. Enter the amount deducted as Item 14b (column 6) on page 1 of the return.

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

DETACH AND KEEP WORK SHEET AND INSTRUCTION SHEET

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000 FOR CALENDAR YEAR 1918

(DO NOT WRITE IN THIS SPACE)
Examined by
Audited by
FIRST PAYMENT
$
(Cashier's Stamp)

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

DAVID W GRIFFITH (Name)
4500 SUNSET BLVD (Street and number or rural route)
LOS ANGELES CAL (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $
13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.)
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	X X X X Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	X X X X	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.		
15. Item L, page 2	$124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$124034	55

Total Net Income Subject to Normal Tax.		
AT 1918 RATES.		
25. Net income shown on page 2, Item J	$124034	55
26. Less personal exemption	1000	
27. Balance	$123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	
29. Balance subject to tax at 12%	$119034	55
AT 1917 RATES.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240	
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	37007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$50532	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$50532	12
42. Amount of tax paid on submission of return	$11801	03

I swear (or affirm) that this return, including the accompanying schedules and statements (if any), has been examined by me and, to the best of my knowledge and belief, is a true and complete return in good faith, pursuant to the income tax law and regulations, of all taxable gains, profits, and income received by or accrued to me (or the person for whom this return is made) during the year 1918, and that all deductions entered or claimed herein are allowable by law.

(If return is made by agent, the reason therefor must be stated on this line)

Sworn to and subscribed before me this 22 day of May, 1919.

David W. Griffith
(Signature of individual or agent)

Notary Public
Belle Cohen NYC No 292
(Signature of officer administering oath) Reg. No 10228 (Title)
My Commission Expires Mar 30/20

(Address of individual or agent)

2—8577

(Copy

DETACH RETURN HERE AND SEND IT TO COLLECTOR OF INTERNAL REVENUE

RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Sunset Blvd Los Angeles Cal.

3. Total sales and income from business or professional services $57034 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$30522	70	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	—
5. Material and supplies			13. Rent	2584	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
9. TOTAL	$569590	44	17. Bad debts arising from sales	6772	72
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. NET COST OF GOODS SOLD	$514349	97	19. TOTAL OTHER BUSINESS DEDUCTIONS	$64726	44

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS $579076 41

21. NET INCOME FROM BUSINESS OR PROFESSION ..... Loss $14041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.
Director General	Self.	$20000 —	$
Vice President	Epoch Producing Corp. 1476 B'way N.Y. City	5300 —	

NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4) ..... $25300 — $ ..... $25300 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandall Gorney			$	$	$	$	
Yates Co - Bonds	1915	Albert L Grey 95th Riverside Drive N.Y.	1000 —	17000			
Western Analine Products Co	1917	Company Insolvent	—	1000			Loss —

NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6) ..... $1000 $18000 $ $ ..... $17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Picture		$	$	$	$	$	
" Birth of a Nation"	Epoch Producing Corporation	32447 76					
" Heart of the World"	Famous-Players-Lasky Corp	104254 37					

NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7) ..... $136702 13 $ $ $ $ $136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120	—	3. Losses by fire, storm, etc. (explain in table below)	$2537	31	5. Other deductions, if any (explain below)	$3600 —
2. Taxes paid or accrued	271	55	4. Contributions (explain below)	1206	29	TOTAL	$17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A16	Studio Equipment	1917-18	$52440 25	$	33⅓	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A 18 Royalty "Heart of the World" Paid to G.H. Betzer 5278.52
A 18 Loss on Chemical Experimentation 3631.17
I 3 Loss on exhibition "Greatest Thing in Life"
4
5 Wages paid for operation of Ranch - No income therefrom as yet.

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLL.

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

David W. Griffith (Name)

4500 Sunset Blvd (Street and number or rural route)

Los Angeles Cal. (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria Los Angeles Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)

11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) — In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000.—				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000.—				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$ 253.30	$ 47000.—	$	$	$ 47000.—	

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30000.00

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	X X X X Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	X X X X	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.			Total Net Income Subject to Normal Tax.			Calculation of Tax.		
15. Item L, page 2	$ 1188	34 55	AT 1918 RATES.			33. Normal tax of 6% on amount of Item 28	$ 240	—
16. Item 12 (a)			25. Net income shown on page 2, Item J	$ 1188	34 55	34. Normal tax of 12% on amount of Item 29	13660	15
17. Item 14 (b), column 8			26. Less personal exemption	1000	—	35. Normal tax of 4% on amount of Item 32		
18. Total (Items 15, 16, and 17)	$ 1188	34 55	27. Balance	$ 1178	34 55	36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	33303	97
19. Item 12 (b)			28. Amount subject to tax at 6% (not over $4,000)	4000	—	37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
20. Item 14 (c)			29. Balance subject to tax at 12%	$ 1138	34 55	38. Total tax	$ 47204	12
21. Total (Items 18, 19, and 20)	$ 1188	34 55	AT 1917 RATES.			39. Tax paid at source (2% of amount of Item F, page 2)		
22. Item 12 (c)			30. Amount of Item 14 (b), column 7	$		40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
23. Item 14 (d)			31. Balance of personal exemption not used above (Item 26 minus Item 25)			41. Balance of tax due (Item 38 minus Items 39 and 40)	$ 47204	12
24. Total net income (Items 21, 22, and 23)	$ 1188	34 55	32. Balance subject to tax at 4%	$		42. Amount of tax paid on submission of return	$ 11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$			
Second	$			
Third	$			
Fourth	$			

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

DETACH AND KEEP WORK SHEET AND INSTRUCTION SHEET

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

(DO NOT WRITE IN THIS SPACE)

Examined by

Audited by

FIRST PAYMENT

$

(Cashier's Stamp)

CASH	
CHECK	
M. O.	
CERT. of IND.	

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

David W. Griffith (Name)

4500 Sunset Blvd (Street and number or rural route)

Los Angeles Cal. (Post office and State)

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria Los Angeles Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918? 0
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:

(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $

13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.) — In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000 —				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000 —				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000 —	$	$	$ 47000 —	

Note.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30000 —

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	x x x x Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	x x x x	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.		
15. Item L, page 2	$118834	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$118834	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$118834	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$118834	55

Total Net Income Subject to Normal Tax.		
AT 1918 RATES.		
25. Net income shown on page 2, Item J	$118834	55
26. Less personal exemption	1000 —	
27. Balance	$117834	55
28. Amount subject to tax at 6% (not over $4,000)	4000 —	
29. Balance subject to tax at 12%	$113834	55
AT 1917 RATES.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240 —	
34. Normal tax of 12% on amount of Item 29	13660	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	33303	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$47204	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$47204	12
42. Amount of tax paid on submission of return	$11801	03

I swear (or affirm) that this return, including the accompanying schedules and statements (if any), has been examined by me and, to the best of my knowledge and belief, is a true and complete return in good faith, pursuant to the income tax law and regulations, of all taxable gains, profits, and income received by or accrued to me (or the person for whom this return is made) during the year 1918, and that all deductions entered or claimed herein are allowable by law.

(If return is made by agent, the reason therefor must be stated on this line)

Sworn to and subscribed before me this 15th day of April, 1919.

David W. Griffith (Signature of individual or agent)

Signed Grace H. Schneider (Signature of officer administering oath)

Notary Public (Title)

(Address of individual or agent)

2—8577

DETACH RETURN HERE AND SEND IT TO COLLECTOR OF INTERNAL REVENUE

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Sunset Blvd. Los Angeles Cal.

3. Total sales and income from business or professional services ..... $ 57 034 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$ 30557	70	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$ 4000	—
5. Material and supplies			13. Rent	25284	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	17480	08
9. Total	$ 569590	44	17. Bad debts arising from sales	6772	72
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. Net Cost of Goods Sold	$ 514349	97	19. Total Other Business Deductions	$ 64726	44

20. Net Cost of Goods Sold Plus Other Business Deductions ..... $ 579076 41

21. Net Income from Business or Profession ..... Loss $ 4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. Occupation.	2. Name and Address of Employer.	3. Gross Income.	4. Deductions, if any.	
Director General.	Self.	$ 20000 —	$	

Net Income from Salaries, etc. (total of column 3 minus total of column 4) ..... $ 20000 — $ 20000 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. Kind of Property.	2. Year Acquired.	3. Name and Address of Purchaser or Broker.	4. Sale Price.	5. Original Cost or Market Value March 1, 1913.	6. Cost of Subsequent Improvements, if Any.	7. Depreciation Subsequently Sustained.	
Crandall Springs Water Co - Bonds	1915	Albert L. Grey 95 Riverside Drive N.Y.	$ 1000 —	$ 17000 —	$	$	
Western Analine Products Co	1917	Company Insolvent	—	1000 —			Loss
Net Profit from Sales (total of columns 4 and 7 minus total of columns 5 and 6)			$ 1000	$ 18000 —	$	$	$ 17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. Kind of Property.	2. Name and Address of Tenant, Lessee, Etc.	3. Amount of Rent and Royalties.	4. Repairs, Wear and Tear, Obsolescence, Depletion, and Property Losses.	5. Interest.	6. Taxes.	7. Other Expenses (Explain Below).	
Motion Pictures		$ 1	$	$	$	$	
"Buffalo Nation"	Epoch Producing Co	32447 76					
"Heart of the World"	Famous Players Lasky Corp	104254 37					
Net Income from Rents and Royalties (total of column 3 minus total of columns 4, 5, 6, and 7)		$ 136702 13	$	$	$	$	$ 136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. Gross Income.	2. Deductions, if any.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
Net Total (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES ..... $ 136569 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$ 120	—	3. Losses by fire, storm, etc. (explain in table below)	$ 17537	31	5. Other deductions, if any (explain below)	$ 3600 —
2. Taxes paid or accrued	271	55	4. Contributions (explain below)	1206	79	Total	$ 17735 14

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) ..... $ 118834 56

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... Total ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) ..... $ 118834 56

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. Refer to "A," "E" or "I."	2. Kind of Property (if Buildings, State also Material of which Constructed).	3. Year Acquired.	4. Cost of Property (or Market Value March 1, 1913).	5. Repairs (not Offset by Claims for Wear and Tear and Losses).	Wear and Tear, Obsolescence, and Depletion Charged Off. 6. Rate.	7. Amount Previous Years.	8. Amount this Year.	Losses not Compensated for by Insurance. 9. Cause of Loss.	10. Amount of Loss.
A16	Studio Equipment	1917-18	$ 52440 25	$	33 1/3	$	$ 17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A18 Royalty Heart of the World: paid to E. H. Belger 5278.53
" Loss on Chemical Experimentation 3631.17
I3 Loss on exhibition "Greatest Thing in Life"
4
5 Wages paid for operations of Ranch - No income therefrom as yet

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000

FOR CALENDAR YEAR 1918

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

If the return is made for a part of the calendar year 1918, the date on which the period covered by the return ends must be plainly stated at the head of the return.

PRINT NAME AND ADDRESS PLAINLY BELOW

David W. Griffith
(Name)

4500 Sunset Blvd.
(Street and number or rural route)

Los Angeles, Cal.
(Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

1. Did you make a return for 1917? Yes
2. If so, what address did you give on that return? Hotel Alexandria, Los Angeles, Cal.
3. To what Collector's office was it sent? (Give district or city and State.) Los Angeles, Cal.
4. Give number, if any, assigned to you for 1917, if it does not appear in address at head of return
5. Were you in 1918 married and living with wife (or husband)? No
6. If not, were you head of a family as defined in instructions under "Personal Exemption"? No
7. How many dependent persons under 18 (or mentally or physically defective) received their chief support from you in 1918?
8. If you claim any additional exemption on account of dependent persons other than your children, what was their relationship to you?
9. Write "R" if this return shows income received or "A" if it shows income accrued R
10. Did your wife (or husband) or minor child make a separate return? (If so, give name and address entered at head of that return.)
11. Enter below all **nontaxable income** received by (or accrued to) you during the year:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (give source).	Amount.
Bonds of First Liberty Loan unconverted	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions			Federal Farm Loan Bonds				

12. State amount of **stock dividends** received by (or accrued to) you directly during the year, declared from earnings of domestic or resident corporations accumulated since February 28, 1913, and prior to January 1, 1918:
(a) Accumulated in 1917, $ (b) Accumulated in 1916, $ (c) Accumulated since February 28, 1913, and prior to January 1, 1916, $
13. Enter in table below **interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b):

1. Class of Obligation.	Individual Holdings. 2. Amount of Interest.	Individual Holdings. 3. Maximum Amount of Obligations.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 4. Amount of Interest.	Share of Holdings of Partnerships, Personal Service Corporations, and Estates and Trusts. 5. Maximum Amount of Obligations.	6. Total of Columns 3 and 5.	7. Maximum Exemption.
(a) First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$	$	$	$	$	$45,000 (See Note.)
(b) First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	253.30	17000 —				
(c) First Liberty Loan converted into Fourth Loan						30,000
(d) Fourth Liberty Loan		30000 —				30,000
(e) Other obligations issued since September 1, 1917						0
(f) Totals	$	$ 47000	$	$	$ 47000	

In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.

NOTE.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held $ 30,000

14. Enter in the table below **income from partnerships, personal service corporations, and estates and trusts:**

1. Name of Partnership, Personal Service Corporation, Estate, or Trust. (If Estate or Trust, Give Also Name of Fiduciary.)	2. Period (Enter 1918 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (From Estates and Trusts Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917.	7. Other Income.	8. Total.
		$	$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See instructions, page 2, under K(b).	Enter as C, page 2.	
(a) Totals taxable at 1918 rates (see instructions, page 2, under C)		$	$	$		$ Enter as 30, below.	X X X X Enter as 17, below.
(b) Totals taxable at 1917 rates (see instructions, page 2, under C)		$	$	X X X X	$	$	$

(c) Amount of stock dividends (column 4) taxable at 1916 rates (enter as 20), $ (d) Amount of stock dividends taxable at 1913–15 rates (enter as 23), $

Total Net Income Subject to Surtax.		
15. Item L, page 2	$124034	55
16. Item 12 (a)		
17. Item 14 (b), column 8		
18. Total (Items 15, 16, and 17)	$124034	55
19. Item 12 (b)		
20. Item 14 (c)		
21. Total (Items 18, 19, and 20)	$124034	55
22. Item 12 (c)		
23. Item 14 (d)		
24. Total net income (Items 21, 22, and 23)	$124034	55

Total Net Income Subject to Normal Tax.		
AT 1918 RATES.		
25. Net income shown on page 2, Item J	$124034	55
26. Less personal exemption	1000	—
27. Balance	$123034	55
28. Amount subject to tax at 6% (not over $4,000)	4000	—
29. Balance subject to tax at 12%	$119034	55
AT 1917 RATES.		
30. Amount of Item 14 (b), column 7	$	
31. Balance of personal exemption not used above (Item 26 minus Item 25)		
32. Balance subject to tax at 4%	$	

Calculation of Tax.		
33. Normal tax of 6% on amount of Item 28	$ 240	—
34. Normal tax of 12% on amount of Item 29	14284	15
35. Normal tax of 4% on amount of Item 32		
36. Surtax at 1918 rates (see surtax table on page 1 of instructions)	36007	97
37. Surtax at prior-year rates (see surtax table on page 1 of instructions)		
38. Total tax	$ 50532	12
39. Tax paid at source (2% of amount of Item F, page 2)		
40. Income, war profits, and excess-profits taxes paid in 1918 to foreign countries and possessions of the U. S.		
41. Balance of tax due (Item 38 minus Items 39 and 40)	$ 50532	12
42. Amount of tax paid on submission of return	$ 11801	03

TAXPAYER'S RECORD OF PAYMENTS

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	$ 11801.03	Not Malle Coll		
Second	$ 13465.03	June 16-1919		
Third	$ 12633.03	Sep 15-1919		
Fourth	$			

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

2—8577

TAXPAYER'S WORK SHEET FOR RETURN OF INCOME TAXABLE AT 1918 RATES

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business: Motion Picture Producer 2. Business address: 4500 Sunset Blvd. Los Angeles, Cal.

3. Total sales and income from business or professional services $575034 98

COST OF GOODS SOLD:			OTHER BUSINESS DEDUCTIONS:		
4. Labor	$205527	20	12. Salaries and wages not reported as "Labor" under "Cost of Goods Sold"	$4000	—
5. Material and supplies			13. Rent	25284	84
6. Merchandise bought for sale			14. Interest on business indebtedness		
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)	264062	74	15. Taxes on business and business property	2309	11
8. Plus inventories at beginning of year			16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	12410	08
9. TOTAL	$569590	44	17. Bad debts arising from sales	6772	22
10. Less inventories at end of year	55240	47	18. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	8879	69
11. NET COST OF GOODS SOLD	$514349	97	19. TOTAL OTHER BUSINESS DEDUCTIONS	$64726	44

20. NET COST OF GOODS SOLD PLUS OTHER BUSINESS DEDUCTIONS ..... $579076 41 Loss —

21. NET INCOME FROM BUSINESS OR PROFESSION $4041 43

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES, AND PENSIONS.

1. OCCUPATION.	2. NAME AND ADDRESS OF EMPLOYER.	3. GROSS INCOME.	4. DEDUCTIONS, IF ANY.
Director General	Self	$20000 —	$
Vice President	Epoch Producing Corp, 1476 Broadway N. Y. City	5200 —	

NET INCOME FROM SALARIES, ETC. (total of column 3 minus total of column 4) ..... $25200 — $ $252.00 —

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND ESTATES AND TRUSTS (not including interest on tax-free covenant bonds received through fiduciaries, which should be included in Item F; dividends, which should be included in Item K(a); taxable interest on obligations of the U. S., which should be included in Item K(b), or income taxable at 1917 or prior-year rates—see table 14, page 1) ..... $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS, AND OTHER PROPERTY.

1. KIND OF PROPERTY.	2. YEAR ACQUIRED.	3. NAME AND ADDRESS OF PURCHASER OR BROKER.	4. SALE PRICE.	5. ORIGINAL COST OR MARKET VALUE MARCH 1, 1913.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Crandall Spring Water Co. Bonds	1915	Albert L. Grey 95th Riverside Drive, N. Y.	$1000 —	$17000 —	$	$	
Western Analine Products Co.	1917	Company insolvent	—	1000 —			Loss
NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)			$1000	$18000 —	$	$	$17000 —

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, ETC.	3. AMOUNT OF RENT AND ROYALTIES.	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION, AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Motion Pictures		$	$	$	$	$	
"Birth of a Nation"	Epoch Producing Corporation	32447 76					
"Hearts of the World"	Famous Players-Lasky Corp.	104254 37					
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)		$136702 13	$	$	$	$	$136702 13

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION (including such interest received through fiduciaries) ..... $

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	1. GROSS INCOME.	2. DEDUCTIONS, IF ANY.	
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$	$	
2. Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations			
3. Interest on bank deposits, mortgages, etc	909 —		
4.			
5.			
NET TOTAL (total of column 1 minus total of column 2)	$	$	$ 909 —

H. TOTAL NET INCOME FROM ABOVE SOURCES $141769 70

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE.

1. Interest paid or accrued	$120 —	3. Losses by fire, storm, etc. (explain in table below)	$12537 31	5. Other deductions, if any (explain below)	$3600 —
2. Taxes paid or accrued	271 55	4. Contributions (explain below)	1206 29	TOTAL	$17735 15

J. Total net income on which normal tax is to be calculated at 1918 rates (H minus I) (enter as 25, page 1) $124034 55

K(a). Dividends on stock of corporations organized or doing business in the United States (not including income from personal service corporations):

Received directly, $.....; received through partnerships, personal service corporations, and fiduciaries, $..... TOTAL ..... $

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917 (see instructions, page 2) .....

L. Total net income subject to surtax at 1918 rates (if this amount is $5,000 or less, make your return on Form 1040A, unless you had income taxable at 1917 or prior-year rates) $124034 55

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E, AND I ABOVE.

1. REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. YEAR ACQUIRED.	4. COST OF PROPERTY (OR MARKET VALUE MARCH 1, 1913).	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE, AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	LOSSES NOT COMPENSATED FOR BY INSURANCE. 9. CAUSE OF LOSS.	10. AMOUNT OF LOSS.
A16	Studio Equipment	1917 18	$52440 25	$	33⅓	$	$17480 08		$

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 18; Schedule B, column 4; Schedule E, column 7; Schedule G, column 2; and Schedule I, Items 4 and 5.

A 18 Royalty "Hearts of the World" paid to D. W. Ritzer 5278.52
A 18 Loss on Chemical Experimentations 3631.17
I 3 Loss on exhibition "Greatest Thing in Life" —
4 & 5 Wages paid for operation of Ranch - no income therefrom as yet

Form 1107
UNITED STATES INTERNAL REVENUE

NOTICE TO TAXPAYER

Before presenting payment to cashier enter on this form—

(a) NAME
(b) ADDRESS
(c) FORM NUMBER OF RETURN
(d) AMOUNT OF TAX PAID

TAXPAYER'S RECEIPT FOR INCOME AND EXCESS PROFITS TAX FOR 1918

OFFICE COLLECTOR INTERNAL REVENUE

2nd Qrtr

Form No. of return _____ Tax, $ 134.65 08

Received payment, DR

COLLR. INT. REV. 6th CALIFORNIA JUN 16 1919 PAID M. J. R.

Name D. W. Griffith

Address 4500 Sunset Blvd.

2—4200

Form 1107
UNITED STATES INTERNAL REVENUE

NOTICE TO TAXPAYER

Before presenting payment to cashier enter on this form—

(a) NAME
(b) ADDRESS
(c) FORM NUMBER OF RETURN
(d) TOTAL AMOUNT OF TAX

as shown on the return.

TAXPAYER'S RECEIPT FOR INCOME AND EXCESS PROFITS TAX FOR 1918

Balance

OFFICE COLLECTOR INTERNAL REVENUE

Form No. of return _____ Tax, $ 12633 03

Received payment,

COLLR. INT. REV. 6th CALIFORNIA DEC 8 1919 PAID S.

Name David W. Griffith

Address 4500 Sunset Blvd.

Los Angeles, Cal.

2—4200

Form 1107
UNITED STATES INTERNAL REVENUE

NOTICE TO TAXPAYER

Before presenting payment to cashier enter on this form—

(a) NAME
(b) ADDRESS
(c) FORM NUMBER OF RETURN
(d) TOTAL AMOUNT OF TAX

as shown on the return.

TAXPAYER'S RECEIPT FOR INCOME AND EXCESS PROFITS TAX FOR 1918

OFFICE COLLECTOR INTERNAL REVENUE

Form No. of return _____ Tax, $ 12633 03

Sept 15

Received payment,

RECEIVED PAYMENT SEP 15 1919 U. S. INT. REV. 6th CAL.

Name David W. Griffith

Address 4500 Sunset Blvd

Los Angeles, Cal

2—4200

Form 1107
UNITED STATES INTERNAL REVENUE

NOTICE TO TAXPAYER

Before presenting payment to cashier enter on this form—

(a) NAME
(b) ADDRESS
(c) FORM NUMBER OF RETURN
(d) TOTAL AMOUNT OF TAX

as shown on the return.

TAXPAYER'S RECEIPT FOR INCOME AND EXCESS PROFITS TAX FOR 1918

1st

OFFICE COLLECTOR INTERNAL REVENUE

Form No. of return _____ Tax, $ 11801 03

4-15

Received payment,

RECEIVED PAYMENT APR 15 1919 U. S. INT. REV. 6th CAL.

Name David W. Griffith

Address 4500 Sunset Blvd

Los Angeles, Cal.

2—4200

INCOME, WAR-PROFITS AND EXCESS-PROFITS TAXES FOR 1918

STATEMENT OF TAX DUE

Form 1123

UNITED STATES INTERNAL REVENUE SERVICE

District LOS ANGELES Date MAY 20 1919

AMOUNT OF TAX	DATE PAID	AMOUNT PAID	BALANCE DUE	ACCOUNT NUMBER	FOR CASHIER
47204 12	4/15	118P1 03	35403 09	* 307607	Cash $; Check $; M. O. $; Cert. of Ind. $

The unpaid balance of your income, war-profits and excess-profits taxes for 1918, is shown on the attached coupon in the column "Balance Due." Demand is now made for an amount to be paid on or before June 15, 1919, which added to the amount already paid will equal at least one-half of the total amount of the tax.

JOHN P. CARTER, *Collector of Internal Revenue*

David W Griffith
4500 Sunset Blvd
Los Angeles Cal
307607

KEEP THIS PART OF THE FORM 2—8653

To the Collector of Internal Revenue:

District,

I transmit herewith ..... *for* $ ..... *in payment of income, war-profits and excess-profits taxes due on or before June 15, 1919, in accordance with the statement received with this coupon.*

(State whether cash, check, M. O., etc.)

Name of taxpayer

Street address

Post office

RETURN THIS COUPON TO COLLECTOR WITH REMITTANCE 2—8653

INCOME, WAR-PROFITS AND EXCESS-PROFITS TAXES FOR 1918

STATEMENT OF TAX DUE

Form 1123

UNITED STATES INTERNAL REVENUE SERVICE

District LOS ANGELES Date AUG 15 1919

BALANCE DUE ON PREVIOUS BILL	DATE PAID	AMOUNT PAID	BALANCE DUE	ACCOUNT NUMBER	REMARKS
35403 09	6/10	13465 03	21938 06	* 307607	

The unpaid balance of your income, war-profits and excess-profits taxes for 1918, is shown on the attached coupon in the column "Balance Due." Demand is now made for an amount to be paid on or before September 15, 1919, which added to the amount already paid will equal at least three-fourths of the total amount of the tax.

JOHN P. CARTER, *Collector of Internal Revenue*

David W Griffith
4500 Sunset Blvd
Los Angeles Cal
307607

KEEP THIS PART OF THE FORM 2—8653

TO AVOID PENALTY AND INTEREST THE AMOUNT OF TAX DUE MUST BE PAID BY **SEPTEMBER 15, 1919**

Collector of Internal Revenue

At LOS ANGELES,

I transmit herewith the sum of $ .....

to apply on my income tax as stated above.

Name

Address

Date

CASHIER'S RECEIVING STAMP

RETURN THIS COUPON TO COLLECTOR WITH REMITTANCE 2—8653

1st Mortgage

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF SECRETARY TREASURER

June 4th, 1919.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:-

Your letter of June 2nd addressed to Mr. Williams has been referred to me for attention.

I had no idea that we were to pay the premiums on Mr. David W. Griffith's policy No.361365, which premium is due on June 6th. I direct your attention to the following omissions: First - it is not stated in what amount this policy is written for; Second - if Mr. Griffith makes three pictures for us and takes from six to nine months to make them there would be no reason for us to pay the annual premium, even though we do care to do so, because naturally we would not be interested in carrying any insurance on his life after he finishes his contract with us. In addition to this, this policy, undoubtedly like all other policies, has a certain amount of cash surrender value which value should entitle us to a reduction on the premium for the period that it is carried if we care to pay the premium. However, it was my impression that this was to be paid by Mr. Griffith.

In my talk with Mr. Gray, the payment of this premium was not actually discussed, but I will take the matter up with him at the earliest possible opportunity.

With best wishes and kindest personal regards,

I remain,

Yours very truly,

FIRST NATIONAL EXHIBITORS' CIRCUIT,

G. S. Sharatt

Secretary-Treasurer.

S-oc

Minutes of the regular monthly meeting of the MOTION PICTURE PRODUCERS' ASSOCIATION, held at the office of the Association, 1004 Hollingsworth Building, on Wednesday evening, June 4th, 1919, at 8:30 o'clock.

President Chas. Christie presided and the following members were present:

Messrs:

Frank A. Garbutt	C. E. Bidwell
W. S. Smith	Hal Roach
Abraham Lehr	Louis Jacobs
Clark W. Thomas	Julian Stern - of L-Ko
Ernest Traxler	E. L. Smith - representing Mr. Hampton

The minutes of the meeting of May 7th were read and approved.

Treasurer's report was submitted by Mr. Garbutt as follows:

Balance on hand May 1, 1919.....	$2883.01
Receipts.....	1200.00
	$4083.01
Disbursements.....	658.96
Balance on hand.....	$3424.05

Mr. Garbutt also submitted report of the Campaign Fund as follows:

Balance on hand last report.....	$1684.00
Contributions.....	1700.00
	$3384.00
Disbursements.....	3697.35
Leaving a deficit of.....	$ 313.35

The Treasurer reported that the amount to cover this deficit had been taken out of the regular Association funds, temporarily, and would be replaced as soon as additional contributions came in which had been promised.

On motion duly seconded, the Treasurer's report was ordered accepted and placed on file.

Mr. Lehr moved that a vote of thanks be extended to Mr. Garbutt and the Campaign Committee for the able and effective work done during the Political Campaign. The motion was duly seconded and unanimously carried.

Secretary submitted report showing disbursements as follows:

Printing -	$ 31.30
Western Union Telegraph Co - - - - - - - - - - - - - - - -	10.11
Pacific Telephone Co. (Long distance calls) - - - - - -	8.45
Calif. Labor Directory (Adv. as authorized) - - - - - -	100.00
Office supplies- -	3.50
Postage- -	6.00
B. M. Murray bill for multigraphing- - - - - - - - - - -	9.75
Total- - - -	$169.11

This amount, together with the Secretary's salary, was ordered paid.

The Secretary read a communication from the Y. M. C. A. asking for the indorsement and assistance of the Motion Picture Industry in raising a fund of $25,000.00, or as much of that amount as possible, to carry on their work. The opinion of those present seemed to be that it would be inadvisable to attempt any kind of a campaign to raise money at this time; as the different drives at the studios had come so thick and fast during the past couple of years that the people were not prepared for another one. On motion of Mr. Smith, duly seconded, the letter was ordered placed on file.

A communication was presented from the U. S. Army Balloon School at Arcadia, asking for an ad in their forthcoming Pictorial Review. This request carried with it the indorsement of Lieut. L. J. Lygatt, and it developed that the Sennett and Brunton studios had each taken one half page in this publication. It was pointed

out that while the publication carried no advertising value, as far as the producers were concerned, a small contribution from the Association might assist any of our members in securing the use of the Balloon School for location work. Whereupon Mr. Lehr moved that the Secretary be authorized to purchase one half page in the Balloon School's Pictorial Review, at a cost of $50.00, to be paid for out of the Association funds. This motion was duly seconded and unanimously carried.

The Secretary submitted a request from the Central Labor Council for a one page ad in their Labor Day Program and Souvenir, at a cost of $100.00. After some discussion, it was deemed advisable to make this contribution; whereupon Mr. Thomas moved, supported by Mr. Lehr, that the Secretary be instructed to take a one page ad for the Association in the Labor Day Program and Souvenir, and that this be paid for out of the funds of the Association. The motion was unanimously carried.

Mr. Garbutt submitted report of the Campaign Committee and stated that the ticket indorsed by our Association had been successful and that seven of the Councilmen, out of the nine supported by us, had been elected.

Mr. Garbutt also submitted report on the progress of the Affiliated Picture Interests, which organization was being perfected, and stated that it had been deemed advisable to make both the membership fee and the dues nominal so as not to bar any of the small theatres or other small interests who would not feel able to come in if the dues were large; therefore, the membership has been fixed at $5.00 and the dues at $10.00 per year, payable semi-annually. The By-laws called for the organization to be managed by twenty-five Directors to be selected from the membership, and an Executive Committee of seven members of the Board of Directors, selected by the Board, who shall have the management of the organization.

President Christie presented a letter from Local #1 of the Motion Picture Players' Union asking for a conference with the members of our Association. After a general discussion, it was the consensus of opinion of those present that the Association was not in a position to confer with them.

This communication involved the Service Bureau which brought fortha general discussion as to whether it might not be advisable to attempt to operate the Bureau on a flat fee basis to be contributed by each producer, or whether the volume of business could be increased so as to reduce the cost to 5% to the people; No action was taken.

The matter of Director Golding breaking his contract with the Rolin Company and accepting an engagement with another Company, was discussed at some length which resulted in a satisfactory understanding between the L-Ko people and the Rolin Company.

There being no further business to come before the meeting, the same adjourned.

J. J. Kennedy

Secretary.

Telephone {REGENT 4962.
CITY 3976.

The War Office Cinematograph Committee

80/82 WARDOUR STREET,
LONDON, W.1

4th June 1919 19

D. W. Griffiths Esq.,
485 Fifth Avenue,
New York City.

Dear Sir,

re "HEARTS OF THE WORLD"

With reference to the above film will you kindly note that we are this day handing to your credited European Agent, Mr. W. E. Burlock, a cheque for £2.000 on account of the earnings of this film, and that on the 12th December last the sum of £7.000 was handed to Mr. Burlock and on January 24th last the sum of £2.000 was also handed to Mr. Burlock, making a total of £11.000 handed to Mr. Burlock on your behalf to date in respect of this film.

We shall be glad if you will kindly acknowledge receipt of this letter.

Yours faithfully,
THE WAR OFFICE CINEMATOGRAPH COMMITTEE.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

First National

June 5th 1919.

Mr. Schwalbe, Secretary & Treasurer,
First National Exhibitors Circuit, Inc.,
#6 West 46th Street,
New York City.

Dear Mr. Schwalbe:

In reply to your favor of the 4th inst, beg to advise that my understanding with Mr. Albert Grey and Mr. Griffith is that you are to pay the premium on the policy covering the latter's life for $150,000. This policy was a so-called term insurance and runs for a period of ten years only from the date of issue and has about six or seven years yet to remain in force. This policy has no surrender value and is similar to a fire insurance policy, hence the premiums are so low.

We are sending this policy to you for your protection only, and we are not interested as to whether you take the same or not therefore we are turning this over to you only as an accommodation.

If the three pictures contracted for by Mr. Griffith are delivered before the year for which you pay the premium is up and if we ask for a re-assignment of the policy before such time we will be glad to have the assignee pay the proportionate amount of premium for the balance of the year, so long as you no longer profit by the insurance. However, I feel that as a business proposition it is all in your favor to carry the policy for the full year even though Mr. Griffith delivers the three pictures to you before the expiration of the premium year. Your broker can explain to you the advantages of a Term Policy insofar as the cost is concerned on a business proposition. If you do not care to pay this premium for the year commencing June 6th, kindly advise me thereof at once and I will either have the policy cancelled and surrendered or transferred to some other interests who are desirous of having the advantage of such a policy on Mr. Griffith's life. As I have said before, I believe it is a business proposition for your Company to be covered for the ensuing year by this policy.

Very truly yours,

ARTR/GD

SOL. L. LESSER, PRES.

TEL. BRYANT 9846-7

STATE RIGHT DISTRIBUTORS, INC.

EXPLOITERS OF FEATURE PRODUCTIONS
FOR THE UNITED STATES AND CANADA

418 LONGACRE BUILDING
NEW YORK CITY

June 6, 1919.

FRANCHISE HOLDERS

ALL STAR FEATURES DISTB., INC.
SOL. L. LESSER, PRES
191 GOLDEN GATE AVE. — SAN FRANCISCO, CAL.
514 W. 8TH ST. — LOS ANGELES, CAL.

FAMOUS PLAYERS FILM SERVICE
J. J. ALLEN, PRES.
12 QUEEN ST. EAST, TORONTO, CANADA

DOLL-VAN FILM CORPORATION
HENRY L. DOLLMAN, PRES.
MERCHANTS BANK BLDG. — INDIANAPOLIS, IND.
207 S. WABASH AVE. — CHICAGO, ILL.

MASTERPIECE FILM ATTRACTIONS
SOL. L. LESSER & LEON D. NETTER
405 SINCERE BLDG — CLEVELAND, OHIO
7TH & MAIN STS. — CINCINNATI, OHIO

DE LUXE FEATURE FILM COMPANY
M. R. ROSENBERG
2014 THIRD AVE. — SEATTLE, WASH.

Mr. E. C. Bidwell
Griffith Studios
4500 Sunset Boulevard
Los Angeles, Cal.

Dear Sir:

Enclosed herewith you will find statement indicating exactly the financial situation of the "YANKEE DOODLE IN BERLIN" proposition.

I have reached practically the maximum of expense in organizing the girl shows, which is approximately $30,000, and we have seven shows thoroughly equipped. My original plans to sell state rights within six or eight weeks miscarried, and the process is lengthened now to at least a four month period. I hope to complete the whole proposition by August 1st.

The sales to date are on a $300,000 basis, a list of which follows:

The Denver territory	$ 6500.00
Indiana	6250.00
Western Pennsylvania	12000.00
Michigan	15000.00
New Jersey	12000.00
New York State (upper)	12000.00
Total.....	$63750.00

All of this money has been collected with the exception of

New Jersey	$9500.00
New York	9500.00
Total.....	$19000.00

I have sent about $30,000 to San Francisco, $20,000 of which Miss Rubenstein has authorized to disburse, the balance to take care of current bills.

The idea of producing girl shows in the East was not as easy as anticipated. I learned after much experience that I am an amateur at this end of the proposition and the reliance placed in producers like Gus Edwards proved unworthy. However, the shows on the road are making money.

With very best wishes, I am

Very truly yours,

Joe Leblang

SLL/MHG

Enclosure

P.S. Referring to the sale of state rights for Michigan, of the $15,000.00 paid, $3000.00 are to apply as rental for the bathing girl show for two weeks.

Regarding New Jewsey, of the $12,000.00, $2000.00 apply as rental.

STATEMENT

YANKEE DOODLE FILM COMPANY, MAY 31, 1919.

Expense		Earnings	
Cost of Rights	85250 00	Sale of States Rights	51250 00
Sost of Prints-	968 47	Profits	5745 90
Commission	1062 50	Salary Refund	250 00
Expense	1936 70	Music Refund	675 00
Equipment	29 88	Co #1 Refund	799 75
Legal	250 00	Co 2 "	1102 92
Multigraphing	30 00	Co 3 "	8 15
Salaries	1892 75	Poster Sales	6299 51
Travel	173 07		
N. Y. Advance	1793 40		
Co #1A Advances	4368 92		
Co 1 "	7053 98		
Co 2 "	3817 81		
Co 3 "(original)	2389 23		
Co Cal	236 39		
Co 3 "	1980 99		
Preliminary Expense		To Balance	68453 70
L. A. Engagement	1035 37		
Co 4 Advances	1519 50		
Co 5 "	3356 55		
Co 6 "	790 70		
Poster Purchases	12236 05		
Music	1034 99		
Advertising	1377 68		
	134584 93		134584 93

Accounts Receivable	22682 79	Accounts Payable	9885 32
Cash	8835 63	Investment	90000 00
		5% Tax	86 80
Deficit	68453 70		
	99972 12		99972 12

June 7, 1919.

Export Department

Famous Players Lasky Corp.,
485 Fifth Avenue,
New York, N. Y.

Gentlemen:

We are shipping you today negative and a positive copy of the Dorothy Gish picture "BOOTS" to be shipped by you to England.

Attached please find details of the negative for the information of the laboratory in England. You will notice that the total length of the negative is 4343 feet, of which there are 463 feet of duped scenes.

Yours very truly,

D. W.GRIFFITH STUDIO.

By

ECB:LW . Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DETAILS OF LENGTH AND ARRANGEMENT

OF ROLLS OF FOREIGN NEGATIVE OF

BOOTS.

Reel	Roll No.	Scene s	Negative Length	Length of Leader	Length of Dupes
1.	1	1	176	2	
	2	2-4-7	160	2	
	3	3-5	206	2	
	4	6-9-11-13	155	2	
	5	8-10-12-14	117	2	
2.	6	1	183	2	
	7	2	177	2	
	8	3	143 1/2	2	23
	9	4	160	2	19
	10	5	123 1/2	2	57
3.	11	1	198	1	
	12	2	189	2	4 1/2
	13	3	192 1/2	2	55
	14	4	102	2	60
	15	5	172	2	21
	16	6	70	2	18
4.	17	1	182	1 1/2	
	18	2	168 1/2	2	
	19	3	175	2	51
	20	4	158	2	49
	21	5	158	2	4
	22	6	69	2	29
5.	23	1	166	2	
	24	2	216	2	70
	25	3	193	2	
	26	4	184	2	2 1/2
	27	5	149	2	
			4343 ft.	52 1/2	463 ft.

Length of Negative 4341 ft. (not including leader)

Picture is in five reels and is divided into
25 rolls, containing 36 scenes.

5

Boots Foreign

Roll		Leader	Scenes	Negative		Leader		Wyers
1		2	1-	176	-	2	-	
2		2	2-47	160	-	2.		
3	I	2	3-5	206	-	2.		
4		2	6-9-11-13	155	-	2		
5		2	8-10-12-14	117	-	2		
6		2	1	183	-	2		
7		2	2	177	-	2		
8	II	1½	3	143½	-	2	-	23
9		2	4	160	-	2	-	19
10		2	5	123½	-	2	-	57
11		2	1	198	-	1		
12		2	2	189	-	2	-	4½
13		2	3	192½	-	2	-	55
14	III	2	4-	102	-	2		60
15		2	5	172	-	2	-	21
16		2	6	70	-	2	-	18
17		2	1	182	-	1½		
18		2	2	168½	-	2		
19	IV	2	3	175	-	2		51
20		2	4	158	-	2		49
21		2	5	158	-	2		4
22		2	6	69	-	2		29
23		2	1	166	-	2	-	
24	V	2	2	216	-	2	-	70
25		2	3	193	-	2		
26	-	2	4	184	-	2	-	2½
27	-	2	5	149				

GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

23
19
57
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49
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2

4.62*

1.76
1.60
2.06
1.55
1.17
1.83
1.77
1.45
1.60
1.23
1.98
1.89
1.92
1.02
1.72
70
1.82
1.68
1.75
1.58
1.58
69
1.66
2.16
1.93
1.84
1.49

43.41*

June 7, 1919.

Famous Players Film Service Ltd.,

Toronto - Ontario - Canada.

Gentlemen:

We are enclosing herewith copy of our certified shipper's invoice covering shipments of four copies of the D. W. Griffith production entitled "TRUE HEART SUSIE" - which went forward today by American Railway Express.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW

Manager.

LIBRARY

H. C. HIGGINS
DISTRICT MANAGER
F. W. GROGAN
ASSISTANT DISTRICT MANAGER

136 SOUTH SIXTEENTH STREET

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
DELAWARE RIVER DISTRICT OFFICE
PHILADELPHIA

June 7, 1919.

Mr. Albert H. T. Banzhaf,
c/o Banzhaf & Pembleton,
Counsellors at Law,
2 Rector Street,
New York, N. Y.

My dear Mr. Banzhaf, -

I have your letter of the 4th instant with sketch, and have instituted inquiries in accordance with your request, to determine whether this or other Government departments may have structural or other material in the salvage ~~account~~ suitable for use.

In this connection it would be advisable for you to inform me of the status of your arrangements with architects or engineers or if you are entirely free at the present time to consider ~~utilization by~~ use of material suited for a modified design made to meet all your requirements. It is, of course, of advantage to the Government to have these inquiries presented directly, and I will have this followed up immediately.

Aside from this, I take considerable interest in your proposition and would be glad to hear further of its development and may be able to make suggestions as to the economical handling of the engineering and architectural features.

Very truly yours,

R. H. Grugbaur

THE METROPOLITAN LIFE INSURANCE COMPANY OF NEW YORK

PACIFIC COAST HEAD OFFICE
W. S. BAKER, JR. CASHIER

600 STOCKTON STREET,
SAN FRANCISCO, CAL.

June 7, 1919.

Mr. D. W. Griffith,
Alexandria Hotel,
Los Angeles, Calif.

Dear Sir:-

We are advised through our Home Office that under date of July 26th, 1918 check in amount $163.29 representing payment under Annuity Bond #831 was mailed you, which is still outstanding. They request that the check be deposited for collection without delay.

If this same has been misplaced and cannot be located we will be glad, upon notification to that effect, to stop payment thereon and issue a duplicate.

Yours truly,

PACIFIC COAST CASHIER.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

JUNE 7, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York City.

Dear Mr. Epping:

Am sorry that you have become confused by our records. Mr. Blake understood when you were here that you wished us to do away with so many details. Apparently the absence of details has caused you considerable annoyance and trouble.

For your reference, I am giving you herewith a list of our pictures together with the names of the pictures. Names of pictures mean very little to us because it is the same as it used to be when you were at this end of the game. - numbers never change whereas titles change very frequently before the picture is finally released. In fact all our records show picture numbers and no reference is made to the names. However, for your information I offer the following:

D-1 Great Love
D-2 A Romance of Happy Valley
D-3 Greatest Thing in Life.
D-4 Broken Blossoms
D-5 The Girl Who Stayed At Home
D-6 True Heart Susie
D-7 (Not yet named.)

C-1 Battling Jane
C-2 Hope Chest
C-3 Boots
C-4 Peppy Polly
C-5 I'll Get Him Yet.
C-6 Nugget Nell
C-7 Nobody Home (Working title)

Questions raised in your two telegrams of June 6th will be answered completely in another letter today.

Yours very truly,

E C Bidwell

ECB:LW.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs.
No. _____
(Code No. Dist.) (Port.)
Manifest No. _____

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) From Los Angeles Cal. (Place of original shipment.)

Via American Railway Exp. (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Cal. (U. S. Customs port of exportation.) To ultimate foreign destination of goods Toronto - Ont. Canada. (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
W. T. B. EXPORT LICENSE	NO. R A C #8	_____, DATE OF EXPIRATION _____		_____1, 191	DOLLARS	ONLY.
4 wooden		Positive Motion Picture				
Boxes con-		Film - D. W. GRIFFITH				
signed to		PRODUCTION entitled				
Famous		"TRUE HEART SUSIE"				
Players		4 prints				
Lasky Corp.		(6 reels per print)				
Royal Bank						
Bldg.		Total 24 Reels		25024'	$2064.	
Toronto						
Ontario						
Canada.						

Waybill or manifest
No._____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,
_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Players Lasky Corp. c/o Price Waterhouse & Co. of TORONTO ONTARIO CANADA is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Players Lasky Corp. (Name.) Toronto - Ontario - Canada. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) By E. C. Bidwell

on June 7th, 1919

(Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)

Geo. F. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)

(Address) 4500 Sunset Blvd. Los Angeles Cal.

My Commission Expires August 31, 1921

1—448

478 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles Cal. June 7 1919.

Invoice of MOTION PICTURE FILM purchased

by Famous Players-Lasky Corp. of Royal Bank Bldg. Toronto Ont. Canada

from c/o Price Waterhouse & Co. of 4500 Sunset Blvd. Los Angeles Cal.

to be shipped per Wells Fargo & Co Express. D. W. GRIFFITH STUDIO.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	Copies Motion Picture Film			
		D. W. GRIFFITH PRODUCTION			
		entitled TRUE HEART SUSIE			
		(6256 ft. per copy)			
		Total Footage - 25024	.08 per ft.	.08	$2001.92
		War Footage Tax 1/4¢			62.56
					2064.48
		"GOODS MADE IN U.S.A. TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles Cal. this 7th day of June 1919

(Signature) E. C. Bidwell
Business Manager.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and Sworn to before me this 7th day of June 1919

Notary Public in and for the County of Los Angeles, State of California

Birmingham, Ala.
June 9th

Dear Mr Griffith

I am taking the liberty of sending you a newspaper clipping from the Birmingham Age-Herald of June 6th

You will probably remember the lady who came up & spoke to you at the Garrick in Philadelphia.

This article is the result of our little conversation —

May Jennie Watthall has returned from France & dined with us yesterday —

Yours Very Truly
Jno Wm H. Kellig.
2747 - Niazuma Ave
Birmingham,
Ala.

COPY

WESTERN UNION

CABLEGRAM

Work 74 on cover

LONDON JUNE 10 1919

SNAPE ALGONQUIN- HOTEL NEW YORK (SNAPE CARE HOTEL ALGONQUIN N.YK.)

INTOLERANCE AGREEMENT STILL FOUR YEARS RUN CONSEQUENTLY ESSENTIAL AGREEMENT FALL BABYLON MOTHER AND LAW TEN YEARS STOP MAY BE UNABLE RELEASE UNTIL FOUR YEARS HENCE STOP WILLING PAY TEN THOUSAND DOLLARS EXCLUSIVE RIGHTS BOTH PICTURES GREAT BRITAIN BUT MUST INCLUDE AFRICA EGYPT AS WE OWN INTOLERANCE RIGHTS STOP CANNOT EXCEED SIX CENTS FOOT FIRST TEN COPIES EACH FILM THEREAFTER EIGHT CENTS DOUBTLESS WILL USE THIRTY COPIES EACH WHICH WILL PAY MACARTHY STOP PAY IMMEDIATELY THOUSAND DOLLARS DEPOSIT WILL SEND AGREEMENT WORDED LIKE INTOLERANCE AGREEMENT ON RECEIPT AGREEMENT PAY BALANCE NINE THOUSAND STOP OWING TO CONTRACTS CANNOT CHANGE PRICE INTOLERANCE PRINTS BUT ASSURE MACARTHY WILL NOT ORDER MORE THAN SIX FURTHER COPIES DURING LIFE INTOLERANCE AGREEMENT AND PROBABLY NOT EVEN ORDER ANY STOP ASSURE MACARTHY WHENEVER INTOLERANCE PRINT ORDERED WE LOSE OVER HUNDRED POUNDS BUT MUST FULFIL OLD CONTRACTS CABLE IMMEDIATELY.

(Signed) MASTERS.....

A regular meeting of the Board of Directors of the United Artists Corporation was held in the offices of the Corporation at 729 Seventh Avenue in the city of New York, New York, on the 10th day of June, 1919, at 3:20 o'clock p.m.

Present: Mrs. Pickford, Messrs. Banzhaf, Burkan, O'Brien and Price.

The minutes of the special meeting of May 29th were read, and on motion duly made and seconded, were unanimously approved.

On motion duly made, seconded and unanimously carried, it was

> RESOLVED that the President be and he hereby is authorized to enter into an agreement on behalf of this Corporation with the several Artists amending Subdivision (i) of Paragraph 3 of each of the contracts between United Artists Corporation and the several Artists dated February 5, 1919, so that said subdivision in each of said contracts shall read substantially as follows:
>
> "And in addition to the above consideration, one thousand (1000) shares of the common stock of the said corporation to be issued in the name of the said Artist in the form of nine (9) certificates, eight (8) of which shall be for one hundred and eleven (111) shares each and one of which shall be for one hundred and twelve (112) shares, said certificates to be delivered in escrow to a person or corporation to be agreed upon by the parties hereto. Upon delivery by the said Artist to the said Corporation of each one of the first eight (8) photoplays called for by this contract, such escrow agent shall deliver to the said Artist one of said certificates for one hundred and eleven (111) shares and upon delivery by the said Artist to the said Corporation of the ninth photoplay called for hereunder such escrow agent shall deliver to the said Artist said certificate for one hundred and twelve (112) shares. Upon the expiration of the three-year period herein provided for, so many of said certificates as are then still held by such escrow agent in accordance with the provisions of this paragraph shall be delivered by such escrow agent to the said corporation."

The president called attention to the fact that the minutes of the special meeting of May 20th had not bee approved. Upon motion duly made and seconded, these minutes were unanimously approved.

Upon motion by Mr. O'Brien, seconded by Mr. Burkan and unanimously carried, it was

> RESOLVED that the President be and he hereby is authorized to make advances on behalf of this Corporation to Mr. Douglas Fairbanks or his nominee amounting to eighty (80) percent of such advance payments as may be collected by this Corporation from exhibitors in connection with the sale of the exhibition rights of the first Douglas Fairbanks photo-play prior to its delivery to this Corporation provided that the first advance payment shall be for $50,000 and additional advance payments shall be made weekly and further that the aggregate sum of such advances shall not exceed Two hundred Thousand ($200,000) Dollars up to the time of delivery of said photoplay to this Corporation by Mr. Fairbanks, said advances without interest to be credited to this Corporation upon final accounting between it and Mr. Fairbanks; provided that in consideration of receiving such advances Mr. Fairbanks shall execute an agreement prepared by the General Counsel indemnifying this Corporation against any loss that may arise through failure on his part to promptly deliver said photoplay on which he may receive such advances.

The President submitted the question of insurance on the artists with respect to life, health and accident. No official action was taken, but the directors expressed the opinion that the artists should carry sufficient insurance to insure the performance of their contracts.

On motion duly made, seconded and unanimously carried, it was

RESOLVED that a special meeting of the shareholders of United Artists Corporation be held at No. 729 Seventh Avenue, New York, New York, at 4 o'clock p. m. on the 26th day of June, 1919, for the purpose of ratifying and consenting to the issuance of common stock authorized by the directors of this corporation at a special meeting thereof held at No. 729 Seventh Avenue, New York, New York, on May 29th, 1919.

The secretary read a statement of the Income and Expenditures, also the balance sheet figures compiled to the close of business May 31, 1919.

Mr. O'Brien brought up the question of the method of distributing photoplays as between exhibitors in the same town. At his suggestion, Mr. Abrams was invited to discuss this matter with the Board. Mr. Abrams explained the policy which is being followed in this matter.

The president submitted draft of proposed contract between William S. Hart and the United Artists Corporation as drawn by Mr. Grossman, attorney for Mr. Hart. The directors decided it would be best to have copies prepared and furnished each of them, and on motion duly made, seconded and unanimously carried, it was

RESOLVED that the Board of Directors hold a special meeting at o'clock m. June 1919, to discuss the proposed contract with William S. Hart for the marketing and distributing of nine photoplays to be produced by him .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

June 10th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

Attention Mr. Bidwell,

Gentlemen:

We take pleasure in handing you herewith the following policies expiring during the month of June:-

WARK PRODUCING COMPANY

#1016193	"American Central"	$5000.00	Vault #50
	Issued to Wark Producing Company		
#114734	"National Liberty"	$5000.00	Vault #50
	Issued to Wark Producing Company		
#530882	"Niagara"	$10,500.	Vault #50
	Issued to Wark Producing Company.		
-- Total --		$20,500.00 --	

D. W. GRIFFITH

#1016192	"American Central"	$2000.00	- Contents
531704	"Yorkshire"	1500.00	- Contents
		$3500.00	

Trusting the above will be found entirely in order, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By D. W. Campbell

C. A. SCHALLENBERGER

STATEMENT

J. W. KAYS

LOS ANGELES, CAL., JUN 17 1919 191

M Mark Producing Co.

IN ACCOUNT WITH

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

TELEPHONES { HOME 60814 / PICO 326

SUITE 518 METROPOLITAN BUILDING
LOS ANGELES, CAL.

6/14	114734 N.Y. 5000.	86	35		
"	1016193 A.C. 5000.	86	35		
"	530882 Mag. 10.500.	181	33		
				354	03

MAKE ALL PAYMENTS TO J. W. KAYS CO. (NOT RESPONSIBLE FOR PAYMENTS MADE OTHERWISE)

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

June 10
1919

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith check in the amount of Five Hundred Dollars -- ($500.00) covering your share or 5% of a ten percent (10%) disbursement ($10,000) on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE IN BERLIN FILM CO.

per Hutenstein

FR/HB
Encl.

Deposited
7/1/19

COPY.

June 10th 1919.

Mr. D. McDonald,
Triangle Film Corporation,
1459 Broadway,
New York City.

Dear Mr. McDonald:

Persuant to our conversation relative to the present Griffith lease of the Hollywood Studio, of the Triangle Corporation, which expires on June 15th next beg to confirm the understanding that Mr. Griffith may remain in the Studio until June 30th next, provided he pays the regular weekly rental of $1,000. per week, provided also that he permit your company to store such property thereon as your company may desire. The storage to be made in one of the warehouses in the Hollywood Studio.

This two week's extension is given in order that both parties may determine whether or not they will extend the lease for a further term. You however have the right in the meantime to lease the premises to another.

Very truly yours,

AHTB/GD

Property

June 11th 1919.

Mr. R. W. Creuzbarr,
United States Shipping Board,
Emergency Fleet Corporation,
136 South Sixteenth Street,
Philadelphia, Pa.

Dear Mr. Creuzbarr:

In reply to your favor of the 7th inst., beg to advise that we have as yet made no arrangements with any architects or engineers relative to the building of the proposed studio, but are more or less scouting about as to the nature and character of the proposed structure we would build and the possible cost thereof.

I have consulted with the representative of the Austin Method, who fabricate steel structures for factory buildings, you no doubt know of their work, but we are under no obligations to them in any way. As soon as we can determine the approximate cost of the building and finally agree upon the site I would like to take this matter up with you from a business point of view and see what arrangements we could make as to your general advice on the matter. I do not believe we need the services of an architect, that is something I could discuss with you on your next visit to the City.

With best regards, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 11th 1919.

Collector of Internal Revenue,
1150 Broadway,
New York City.

Sir:

Enclosed herewith please find Income Tax Return of the David W. Griffith Corporation for the year 1918.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

10,000 5-19

CENTRAL UNION TRUST COMPANY OF NEW YORK
FORTY SECOND STREET BRANCH
42ND STREET & MADISON AVENUE

June 11-19

Albert H. T. Bangholf.
2 Rector St.

			AMOUNT
We credit ~~your~~ the account this day:—			
of David W. Griffith			100—

Yours very truly,

H. C. HOLT,

Asst. Treasurer.

E. BERT FINCK, Executor
200 East Gray Street

June 11th 1919
D. W. G. Co

Albert L. Grey,

Dear Sir,

In answer to your letter of June 9th regarding Dr. T. D. Finck's account against Mr. Griffith's Brother, wish to state that it has never been settled. The account was repeatedly sent to Lagrange and once to San Francisco. The letter

were never returned and it was taken for granted that they had reached their destination. But no reply was ever received by the Doctor and he frequently expressed his surprise at not hearing from Mr. Griffith. He even mentioned it a short time before he died. Your letter of June 9th was the first answer we have ever received regarding this account and I thank you for it. Please find enclosed bill & itemized statement

Very Truly Yours

E Bert Hinck, Ex

DR. T. D. FINCK

OFFICE: WEISSINGER-GAULBERT BUILDING, 3RD & BROADWAY
BOTH PHONES 2600
HOURS: 3 TO 5 P.M. SUNDAYS 10 TO 11 A.M.

RESIDENCE: S. E. COR. BROOK AND GRAY
BOTH PHONES 423

E. BERT FINCK, Executor
200 East Gray Street

Itemized account against Mrs Griffith
1915
Nov. 23rd consultation at Lozenge
" 24 " " "
" 25 " " "
" 26 " " "
" 27 " " "
" 28 " " "
" 29 " " "
" 30 " " "
Dec 1 " " "
" 2 " " "
" 3 " " "
" 4 " " "

12 consultations @ $50
$600.00

HOURS:
3 to 5 p. m., Sunday, 10 to 11 a. m.

Louisville, Ky. June 11 1919

M D. N. Griffith

TO DR. T. D. FINCK, DR. E. BERT FINCK, Executor
200 East Gray Street
Weissinger-Gaulbert Building

To Medical Services Rendered his Mother (deceased) $600.00

From Nov. 23rd 1915, to Dec. 4th 1915 (inclusive)

Received Payment, E. Bert Finck Ex.
per L

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

June 11th, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Bidwell:-

Your letter of May 29th relative to Dramatic Mirror account received and wish to advise that the ad of May 6th for $100 (same as I am enclosing) was authorized from your office as notation on ad. As far as the bills for $125.00 ane $17.04 for cuts are concerned, you know about them. The other accounts will be taken care of from this end.

Very truly yours,

ALGrey

Gen. Mgr.

G/W

COPY

TRIANGLE FILM
CORPORATION

June 11th 1919.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

My dear Mr. Banzhaf:-

We acknowledged receipt of your letter of the 10th.

The arrangement suggested in reference to the Hollywood Studio is accepted, and you will please have the $1,000.00 due June 15th for week in advance remitted to this office in New York funds promptly, and the rental for the week to follow in the same way.

Yours very truly,

TRIANGLE FILM CORPORATION,

By. D. MAc DONALD

D,M-LMN.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

Big-4

June 11, 1919.

Dear Mr. Banzhaf:-

I enclose herewith copy of contract submitted by Mr. Grossman.

Any suggestions you have to make in regard to it will be appreciated.

Cordially yours,

Oscar A Price

Mr. Albert H. T. Banzhaf,
#2-Rector Street,
New York City.

AGREEMENT, made this day of 1919,

by and between of the City of

State of

hereinafter designated as the "PRODUCER", and

organized under the laws

of hereinafter designated as the "DISTRIBUTOR".

W I T N E S S E T H:

In consideration of One ($1.00) Dollar paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, and of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

F I R S T:

THE PRODUCER AGREES,

(1) Within two (2) years from September 1st, 1919, to make nine (9) dramatic motion picture productions, in each of which he will enact the leading male character or role.

(2) That the positive photographic prints of each(hereinafter referred to as "prints"), including the title and sub-titles thereof, shall be no less than forth-five (4500) hundred nor more than six thousand (6,000) feet in length.

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MUSEUM OF MODERN ART FILM LIBRARY

(3) That he will make two (2) negatives of each production, and will deliver one (1) of them to the custody of the "DISTRIBUTOR", for the purpose of making prints therefrom for foreign use.

(4) That he will deliver a negative of the first production on or about December 1st., 1919, and a negative of the remaining productions successively thereafter; the interval of not less than seven (7) weeks nor more than four (4) months shall elapse between the delivery dates of any two negatives. Negatives shall be delivered f.o.b., PRODUCER'S studio, addressed to DISTRIBUTOR'S New York City office.

(5) That he will make, or cause to be made, such prints from each negative as the DISTRIBUTOR shall order, so long as such negatives shall remain in condition to have good prints taken therefrom, and will deliver said prints f. o. b., PRODUCER'S studio. If, when the DISTRIBUTOR shall order prints of any production, the negative thereof in PRODUCER'S possession shall not be in condition to have prints taken therefrom, then the DISTRIBUTOR shall be privileged to make such prints from the negative in its possession.

(6) That he will notify the DISTRIBUTOR of the date of the commencement, as well as the date of the completion of each production made hereunder.

(7) He will supply to the DISTRIBUTOR at least one dozen

still prints from each reel of each production for the use of the DISTRIBUTOR in preparing therefrom suitable lithographs and other matter to be used to advertise said production.

(8) If the DISTRIBUTOR shall have fully and faithfully kept and performed this agreement until three (3) months after the first release date of the last of the nine productions to be made hereunder, and if prior to the expiration of said three (3) months' period the PRODUCER shall have made any additional motion pictures, the PRODUCER agrees that he will not release, or consent to the release of said additional motion pictures prior to the expiration of said three months' period, nor will he in any way advertise said motion pictures, or consent to their being advertised, and in the event that he makes a contract for the distribution or sale of said motion pictures with any other person, firm or corporation other than the DISTRIBUTOR herein, he will exact a covenant from said DISTRIBUTOR, for the benefit of the DISTRIBUTOR herein, prohibiting the release, advertising or announcement of said picture or pictures in any way whatsoever until three (3) months after the release date of the last picture delivered under this agreement.

S E C O N D:

Upon condition and so long as the DISTRIBUTOR in every respect shall faithfully and fully perform this agreement on its part, but in no event longer than for a period of ten (10) years from date, the DISTRIBUTOR shall have the exclusive right to distribute said several prints for the purpose of their exhibition in the manner and upon the terms hereinafter stated.

THIRD:

THE DISTRIBUTOR AGREES:

(1) That it shall take special care of the negative and good care of the prints delivered to it or its designees; shall keep the said negative and prints insured for the benefit of both parties as their interests may appear against all loss or damage by fire and theft and against all other loss and damage for which insurance is usually obtained by distributors of motion pictures, and shall pay the premiums for such insurance. if possible

(2) That at all times during the term hereof, it shall have established and maintained throughout the United States a sufficient number of perperly equipped exchanges to fully and efficiently conduct the business of distributing said prints. That during the term hereof, it will also from time to time, establish and maintain similar exchanges in such foreign countries where in the opinion of the DISTRIBUTOR it can profitably be done. after first year

(3) That in and throughout the United States and wherever else exchanges shall have been established as aforesaid, distribution of the prints shall be made only through the medium of such exchanges directly to the exhibitor, and only under leases to the exhibitor at the highest possible rentals obtainable by the DISTRIBUTOR.

(4) That during the term hereof, it will diligently make every endeavor to give the prints of said several productions the widest publicity and most thorough possible distribution throughout the world; that it will constantly keep on hand a sufficient supply of prints of each production to meet the demands of the exhibitors therefor, and will promptly supply every such demand; that it and its officers, agents and employees and the said several exchanges, and the employees therein and thereof, shall at all times be required to and shall use

their best efforts and all reasonable means to so promote the distribution of said prints as to obtain the highest possible financial returns therefrom; that in order to accomplish such purpose, the DISTRIBUTOR agrees that it shall always negotiate with exhibitors for their exhibition of the said prints, and shall offer to and shall make contracts with the said exhibitors for such use, separately and independently of the prints of other productions not made by said PRODUCER; and that the prints of the PRODUCER, or any of its exchanges, or by the employees of either, to induce or effectuate the leasing, sale or other disposition of any other production or the prints thereof, or of any photo-play.

(5) That it shall always extensively advertise said and said several productions in every manner and by every means employed by the DISTRIBUTOR for the advertising of all other productions distributed by it; that the kind, character and extent of such advertising shall at all times at least be equal to that of any other Production or Star advertised by the DISTRIBUTOR; that not less than Five thousand ($5,000) Dollars shall be expended by the DISTRIBUTOR for such advertising of each production prior to the expiration of six months after the first release thereof; that unless said shall otherwise, in writing, agree in each instance, all advertisements of said and said productions, shall be separate, distinct and apart from the advertising of any other production or person; and shall not be grouped or joined with any such other production or per-

son in any advertisement, except the name of the DISTRIBUTOR may be announced as such in said advertisements; that the productions of the PRODUCER shall always be known as

PRODUCTIONS; that if the DISTRIBUTOR shall adopt and use a trade mark or brand in its announcements or advertisements of its principal stars or productions, it will announce and advertise said

and his productions under such brand or trade mark; that in all lithographs and other matter used to advertise said productions, the name of shall always be prominently displayed in conjunction with the title of the production, and in such manner as the PRODUCER shall from time to time, in writing, request. That upon like request, the DISTRIBUTOR shall include in all or any such lithographs and other advertising matter, such announcements and the names of such persons, firm, corporation or publication connected with the production or the story or play upon which it is based, as the PRODUCER shall designate; that except as above stated, no name or announcement shall appear or be displayed in such lithographs or other advertising matter.

(6) That it will always use its best endeavors to obtain the highest possible price and best obtainable terms from others for the grant of an exclusive sub-license for the distribution of said several prints in each of the foreign countries in which the DISTRIBUTOR shall not have and maintain its own exchanges, and will grant such sub-license to financially responsible persons at the best obtainable prices and terms; PROVIDED, that before making any such grant for any country or group of countries, it

shall notify the PRODUCER, by registered mail, of the best offer received by it therefor, and in said notice shall include the name and address of the offeror, and all the details of his offer, and unless within thirty days after receipt of such notice, the PRODUCER shall furnish the DISTRIBUTOR with an offer for such country or group of countries from some other person at a higher price or upon better terms, then the DISTRIBUTOR shall accept the offer, report in its notice to the PRODUCER and grant a sub-license in accordance therewith; if, however, the PRODUCER will have furnished an offer for such sub-license at a higher price or upon better terms, then the DISTRIBUTOR shall accept said last mentioned offer, and grand a sub-license in accordance therewith.

(7) That for the benefit of the PRODUCER, it will take all steps necessary to fully secure and protect the copyright of the PRODUCER in said several productions in the United States, Great Britain, Canada, Australia and in all other countries in which copyright shall be secured for other productions, the prints of which will be distributed or disposed of by the DISTRIBUTOR, and if such copyright shall be entered or registered in any country in the name of the DISTRIBUTOR OR OTHER PERSON, it shall immediately execute, or cause to be executed by it or such other person, an assignment of such copyright to the PRODUCER, in such form as to fully vest the absolute copyright in the PRODUCER, and shall promptly deliver said assignment, or cause it to be delivered to the PRODUCER.

(8) That between the date of the commencement and the date of the completion of each production as stated in the notice

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

of them to be given by the PRODUCER, the DISTRIBUTOR shall advance thereon to the PRODUCER weekly, the sum of Fifteen thousand ($15,000) Dollars, but not to exceed One hundred thousand ($100,000) Dollars in the aggregate for each production between said dates. If less than One hundred thousand Dollars shall have been so advanced during the making of any production, then upon the delivery of the negative thereof by the PRODUCER, the DISTRIBUTOR shall advance such additional sum as together with the advances theretofore made thereon shall amount to the sum of One hundred ($100,000) thousand dollars. The PRODUCER shall not be liable for the repayment of said advances, but the DISTRIBUTOR shall reimburse itself for its advances on each production out of the PRODUCER'S share of the receipts from the distribution of the print thereof in manner hereinafter provided.

(9) That the prints of the first production made hereunder shall be released in December, 1919; that the prints of not less than three nor more than four other productions shall be released in each of the years 1920 and 1921, and the prints of any remaining productions shall be released in the year, 1922; that after the release of the prints of the first production, the prints of none other shall be released earlier than three months nor later than four months after the date of the release of the prints of the next preceding production.

(10) That from and after the date hereof, it shall prepare and furnish to the PRODUCER weekly, a full, true and accurate statement, in duplicate, of all business transacted by the DISTRIBUTOR, or any of its exchanges, during the next preceding

week with the respect of all matters embraced within the terms of this agreement, and shall include an itemized list of all contracts made for the use of the prints of each production and their respective terms, an itemized list of other bookings, and of sub-licenses granted therefor, for foreign countries; of all moneys received upon said several contracts, booking and grants or from exchanges or otherwise from or for the use of said several prints; the number of prints of each production made by the DISTRIBUTOR from the negative furnished to it, to whom delivered and the moneys paid for them; the terms of all contracts made for lithographs and other advertising matter ordered in connection with each production. Simultaneously with the delivery of each statement, the DISTRIBUTOR shall pay to the PRODUCER the moneys due to him under the terms of this agreement out of the receipts of said week. In no event shall the statement of the business done in or through any exchange in the United States in any week, be delayed beyond four weeks thereafter, nor beyond a reasonable time with respect of business done in or through exchanges in foreign countries.

(11) That the PRODUCER shall have and he is hereby granted the right, either personally or by his accountant or other representative, at all reasonable times, upon demand of the PRODUCER or such accountant or other representative, to examine all said contracts, bookings and sub-licenses, and also the reports of all exchanges, and all the books and papers of the DISTRIBUTOR and said several exchanges at its and their offices, in so far as they relate to the productions to be made hereunder and the prints thereof, and to all other matters embraced within

the terms of this agreement; and shall have the right to make copies of or take extracts from such several documents, papers and books. That the DISTRIBUTOR ahd all exchanges, and the officers, agents and employees of each shall in every manner facilitate the PRODUCER and his representative in conducting each such examination.

(12) That the DISTRIBUTOR shall pay to the PRODUCER weekly, a sum equal to seventy-five per cent (75%) of the gross aggregiate amount which during the preceding week, will have been paid to the DISTRIBUTOR and said several exchanges for the use of the prints of each production made hereunder, and also of all other gross receipts of the DISTRIBUTOR and said exchanges during such week from the booking, exhibition or other use of said productions and prints. Out of the said PRODUCER'S share of the said receipts from the use of the prints of any production, the DISTRIBUTOR shall be entitled to reimburse itself for any advances made by it to the producer on account of said production under the terms hereof.

(13) The DISTRIBUTOR hereby guarantees that the PRODUCER'S share of the aforementioned receipts with respect of each of said productions from the use of the prints thereof distributed by the DISTRIBUTOR will amount to not less than One hundred and twenty-five thousand ($125,000) Dollars within three months; not less than One hundred and fifty thousand ($150,000) Dollars within six months; not less than One hundred and seventy-five thousand ($175,000) Dollars within nine months; not less than Two hundred thousand ($200,000) Dollars within twelve months; not less than Two hundred and twenty-five thousand ($225,000) Dol-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

lars within fifteen months; not less than Two hundred and fifty thousand ($250,000) Dollars within eighteen months; not less than Two hundred and seventy-five thousand ($275,000) Dollars within twenty-one months, and not less than Three hundred thousand ($300,000) Dollars within twenty-four months from the date of the first release of the prints thereof; and the DISTRIBUTOR hereby agrees to pay to the PRODUCER for such use of the prints of each production, as his share of the receipts had therefrom, under the terms aforesaid, at least, the sum of Three hundred thousand ($300,000) Dollars within twenty-four months from the date of the first release of such prints. If at the end of any of the aforementioned quarterly periods from and after the first release date of the prints of any production, the PRODUCER'S share of the receipts had therefrom and paid to him, will not have amounted to the sum guaranteed to him, as aforesaid, then the DISTRIBUTOR shall pay to the PRODUCER such sum as shall be equal to the difference between the amount of the PRODUCER'S share of the aforementioned gross receipts from the use of the prints of such production, and the minimum amount hereinbefore guaranteed to him as his share of such receipts at the end of such quarterly period.

(14) That it shall not permit any of the aforementioned negatives or prints to be copied or duplicated, and shall so far as possible, prevent such copying or duplication. That it shall immediately notify the PRODUCER of any infringement of any rights of the PRODUCER or DISTRIBUTOR, in said several productions or prints which shall come to its knowledge, and that it shall prompt-

ly, in its name or the name of both parties hereto, and jointly through the attorneys of both said parties, institute and diligently prosecute to a final determination, any and all actions and other proceedings necessary to restrain the continuance of such infringement, or the copying or duplication of said prints, or for the punishment of said acts, or the recover of any penalty or damages by reason thereof. Any damages or penalties collected in any such action or proceeding during the term hereof, after deducting the costs and expensesof such action and proceedings, shall be divided between the parties hereto as follows: Seventy-five per cent (75%) thereof to the PRODUCER, and twenty-five per cent (25% thereof to the DISTRIBUTOR.

(15) That, unless the PRODUCER shall, in writing, consent thereto, neither the DISTRIBUTOR nor any of its officers or directors, shall exhibit, distribute, or in any manner exploit or merchant with, or directly or indirectly become interested in any motion picture production or the print of any in which the said will have appreated, prior to the date hereof.

(16) That if any of the productions or prints mentioned in the preceding paragraph shall be re-issued under any title other than that by which it was originally known or exploited in any manner so as to defraud the public or the exhibitor, or to improperly injure the interests hereunder of either or both the parties hereto, the DISTRIBUTOR shall co-operate with the PRODUCER, and render him every assistance in any endeavor he may make by legal proceedings, or prevent such re-issues or exploitation.

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(17) As security for the due performance of this agreement on its part, the DISTRIBUTOR shall deposit with

attorney for the PRODUCER, the sum of Five hundred thousand ($500,000 Dollars as follows:

The sum of Three hundred thousand ($300,000) Dollars upon the execution hereof.

The sum of One hundred thousand ($100,000) Dollars upon the delivery by the PRODUCER of the negative of the first production made hereunder; and

The sum of One hundred thousand ($100,000) Dollars upon the delivery by the PRODUCER of the negative of the fourth production made hereunder.

Said sum of Five hundred thousand ($500,000) Dollars shall be paid to said PRODUCER, as follows:

(A) If and when the DISTRIBUTOR shall have paid to the PRODUCER the aggregiate sum of Two million, two hundred thousand ($2,200,000) Dollars on account of the aforementioned guaranteed agreed income of Two million, seven hundred thousand ($2,700,000) Dollars; said sum shall be used and applied to the payment of the further sums due under said guarantee, to the said amount of Five hundred thousand ($500,000) Dollars.

(B) If this agreement shall be terminated before full payment of said sum of Two million, two hundred thousand ($2,200,000) Dollars shall have been made to the PRODUCER-, then said sum of Five Hundred ($500,000) thousand Dollars shall be paid to the PRODUCER on account of any moneys then due or thereafter to become due to him hereunder.

(C) If the DISTRIBUTOR shall have kept his agreement on its part, but the PRODUCER shall have refused to deliver at least two negatives hereunder, then said sum shall be returned to the DISTRIBUTOR, and the PRODUCER hereby guarantees its repayment in such event.

(D) The attorney for the PRODUCER shall be at liberty to deposit said fund with any bank or trust company in the United States, or to convert the same into any bonds or other securities he may deem advisable, and he shall not be bound by the limitations of the Statutes of any State or of the United States governing or limiting the securities in which trust funds may be invested. Said attorney is hereby authorized, from time to time, in his discretion, to pay all interest or income on such deposit or arising out of such bonds or other securities, to the PRODUCER or his desig-

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ness as his and their own property, and said attorney shall not be liable or accountable to the DISTRIBUTOR for the amount of said interest or income, or any part thereof.

(E) The said attorney shall not be liable to either party for any loss by reason of the failure of any depository selected by him, to repay the same or any part thereof, or by reason of any depreciation in value of any bonds or other securities in which said fund shall have been invested, nor shall he be otherwise liable except for wilfull misapplication of the funds deposited with him or the securities to which the funds shall have been converted.

(18) If the DISTRIBUTOR shall violate any of the provisions contained in ARTICLE "THIRD", paragraphs numbered "3", "4", "5", "6", "7", "9", "11" or "15", then, at the option of the PRODUCER, this agreement shall immediately terminate, end and expire. If the DISTRIBUTOR shall default for a period of one week in fully complying with the provisions of ARTICLE "THIRD", Paragraphs numbered "8", "10" or "12", or shall default for thirty days in fully complying with any of the provisions of ARTICLE "THIRD", paragraphs numbered "13" and "17", by it agreed to be performed, or should the DISTRIBUTOR file a petition in bankruptcy, or be adjudged a bankrupt, or take advantage of the insolvency laws of any state, territory or country, or in the event of the termination of its corporate existence, or the sale of its assets under any order, judgment or decree, or a receiver shall be appointed of its property, then, upon the happening of any one or more of said events, the PRODUCER, at his option, may terminate this agreement by giving ten (10) days notice of his intention so to do to the DISTRIBUTOR, by personal service thereof upon any one of its officers, or by telegraph addressed to the DISTRIBUTOR'S New

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York office, and if such default or other event shall continue during said period of ten days, then this agreement shall, at the expiration thereof, be terminated and ended, anything herein to the contrary notwithstanding; upon the termination of this agreement upon any ground or in any manner aforesaid, any and all rights hereinbefore granted to the DISTRIBUT shall immediately revert to, and become the sole and absolute property of the PRODUCER; and the DISTRIBUTOR shall thereupon immediately return and deliver to the PRODUCER, and the PRODUCER may then seize and take, wherever found, any and all negatives theretofore furnished by the PRODUCER to the DISTRIBUTOR, and the prints made therefrom, and shall also be entitled to obtain from any court having jurisdiction to grant the same, an injunction restraining the use thereafter of any negatives and any prints of any of the aforementioned productions; and the DISTRIBUTOR agrees in such event that neither it, nor its successors, agents, licensees and sub-licensees will or shall distribute, exploit or otherwise use, or cause to be used, any of the said negatives or prints. If, at the time of the termination of this agreement, as aforesaid, the DISTRIBUTOR will not have reimbursed itself out of the gross receipts of any production for advances or guarantees paid by it thereon to the PRODUCER, then after the PRODUCER shall have obtained all the negatives and prints of said production, he shall pay to the DISTRIBUTOR a sum equal to twenty-five per cent (25%) of such gross receipts as the PRODUCER shall derive from the subsequent distribution of the prints thereof until the DISTRIBUTOR shall have received an amount equal to the balance owing to it for such advances and guarantees on such production.

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(19) That if the DISTRIBUTOR shall fail, neglect or refuse to keep and perform any term, condition or covenant hereof, other than those enumerated in the preceding paragraph, the PRODUCER may at his option, terminate this agreement by giving ten (10) days notice of his intention so to do to the DISTRIBUTOR, served in any manner, as aforesaid, and unless such default shall have been remedied within said ten (10) days, this agreement shall at the expiration thereof, be terminated and ended, anything herein to the contrary notwithstanding. In the event of the termination of this agreement under the provisions of this paragraph, the DISTRIBUTOR may retain possession of the prints of each production theretofore released by it hereunder for the remainder of the term of ten years (10) of this agreement, and all the provisions hereof applicable thereto shall remain in full force and effect as if this agreement had been limited to the productions delivered prior to the date of each termination; but the PRODUCER shall be relieved and released from every obligation under this agreement from and after the date of such termination.

FOURTH:

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO; -

1. That the first one hundred (100) prints of each production ordered by the DISTRIBUTOR shall be made at the cost of the PRODUCER. All prints of any production made in excess of that number for the use of the DISTRIBUTOR in its exchanges, shall be paid for by the DISTRIBUTOR, and one-half such payment deducted from the PRODUCER'S share of the gross receipts from rentals thereof.

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2. The cost of advertising of each production shall be paid by the DISTRIBUTOR. Of the first Five thousand ($5,000) Dollars of such cost, with respect of each production, one-half shall be charged to and deducted from the PRODUCER'S share of the gross receipts from rentals thereof. Provided that one-half of all moneys realized from the sale of the advertising matter of any production, shall be credited to the PRODUCER and added to his share of said gross receipts.

3. This agreement is hereby declared to be personal in respect to each of the parties hereto, and neither shall assign the same without the written consent of the other; except that the PRODUCER may assign to any person all, or any one or more, of the payments to be made to him hereunder, or any part of them, and except, also, that the PRODUCER may assign this contract to a partnership or a corporation, organized specifically to carry out the terms of this agreement, provided that the PRODUCER shall, in writing, agree with such partnership or corporation to render his sole or exclusive services thereto until this agreement shall have been fully performed by him and his assigns.

4. The DISTRIBUTOR is not the representative of the PRODUCER in any manner, or for any purpose, and the DISTRIBUTOR agrees that it shall not hold itself out as such to the public, or to any person whomsoever, either by advertising or otherwise, and the PRODUCER shall not be liable for, or bound by, and the DISTRIBUTOR shall hold the PRODUCER free and harmless from, and indemnified against any act or omission whatsoever of the DISTRIBUTOR. It is further expressly agreed that this agreement is

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not intended to create, nor shall it be construed to constitute a partnership between the parties hereto.

5. The rights and remedies hereinbefore given to the PRODUCER are hereby declared to be cumulative and in addition to and not in lieu, limitation or derogation of any and all other rights and remedies of the PRODUCER. A waiver by the PRODUCER at any time of any of any of the provisions of this agreement, or of any breach thereof by the DISTRIBUTOR-, whether such waiver be direct or implied, shall not be deemed or construed to be a continuing waiver or a consent to any further breach on the part of the DISTRIBUTOR.

6. Neither party shall be held to be guilty of a breach or violation of this agreement, nor shall either of them become liable to the other in damages or otherwise because of any failure by either to carry out and perform any of the terms, conditions and covenants in this agreement contained, due to any Act of God, war, insurrection, riot, statute, order or regulation of the Government of the United States, or of any political sub-division thereof, or of any of its political sub-divisions; or due to any strike, lock-out, or other labor trouble, delay in transportation, inability to readily employ labor or obtain material or other cause not under his or its control, as the case may be. The PRODUCER shall not be guilty of a breach or violation of this agreement, nor becomeliable to the DISTRIBUTOR damages or otherwise, because of his failure to make any of the aforementioned productions, or to furnish prints hereunder, if due to any of the foregoing causes, or to his illness or physical incapacity. If, by reason of any of the foregoing causes,

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The PRODUCER shall complete less than nine (9) motion picture productions before September 1st., 1921, then this contract shall be limited to the number of productions actually made by the PRODUCER prior to said date. If the aforementioned illness or incapacity of the PRODUCER shall continue for at lease four successive months, then at the termination of such period, the DISTRIBUTOR shall have the option to terminate this agreement in respect of productions not then completed by the said PRODUCER, by giving to the PRODUCER written notice thereof, by registered mail, addressed to the PRODUCER at Los Angeles, California. In the event of the termination by the DISTRIBUTOR, this contract shall be limited to and shall continue in full force and effect with respect to the productions completed by the PRODUCER prior to such termination.

7. All rights in and to the several productions aforementioned and the photoplays upon which they shall be based not hereinbefore expressly granted to the DISTRIBUTOR, are reserved to, and shall remain the property of the PRODUCER, his legal representatives and assigns, for his and their separate use. The title to the negatives and prints of said several productions, whether or not delivered to the DISTRIBUTOR, shall at all times be, and remain the property of the PRODUCER. Upon the termination of this agreement with respect to any production, the DISTRIBUTOR shall return to the PRODUCER all the negatives and positive prints thereof. Theretofore received by the DISTRIBUTOR, or any of its exchanges, employees, agents, assigns or licensees, provided the same are in existence and can be located by the DISTRIBUTOR.

IN WITNESS WHEREOF, the said PRODUCER has hereun-

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to set his hand and seal, and the DISTRIBUTOR has caused these presents to be signed in its corporate name, by its duly authorized and its corporate seal to be hereto affixed, all by order of its Board of Directors, all the day and year first above written

IN PRESENCE OF:

_____(L.S.)

PRODUCER

_____

by

_____

_____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 11th 1919.

Mr. David W. Griffith,
Hotel Alexandria, Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith notice and proxy of the special meeting of the stockholders of the United Artists Corporation. Will you kindly sign the proxy and have the same witnessed and return to me at once. The notice shows the purpose of the meeting, viz; to ratify and consent to the issue of the common stock authorized by the Board of Directors, this in keeping with the general plan as formated at the Coast.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB.GD
Enc.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

June 11, 1919.

Dear Mr. Banzhaf:

I send you herewith by messenger duplicate original of contract between Mr. Griffith and United Artists Corporation.

Please acknowledge receipt for our files.

Very truly yours,

Francis H. McAdoo

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

June 11th 1919.

Mr. Francis H. McAdoo,
c/ McAdoo, Cotton & Franklin,
#120 Broadway,
New York City.

Dear Mr. McAdoo:

I am in receipt of the duplicate original contract between Mr. Griffith and United Artists Corporation which you sent me by messenger today, and I thank you for the same.

Very truly yours,

CD

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PRICE WATERHOUSE & CO.
54 William Street,

New York . June 11, 1919.

J.C. Epping, Esq.,
720 Longacre Building,
42nd Street & Broadway,
New York City.

Dear Sir:

TAX MATTERS.

We are handing you herewith returns for the years 1916,1917 and 1918.

We also enclose draft of a proposed letter to Commissioner Roper in explanation of the basis used for accounting for the profit accruing to your company through the sale of "The Hun Within".

You, of course, are aware that the Treasury Department may hold that the profit was all made in the year 1918; however, the tax under such circumstances would seem quite hight and would probably warrant a claim for assessment under Sections 327 and 328. The alternative method which we have adopted results in what is in our opinion a reasonable tax.

We suggest that you file the returns and make payment in full of the combined tax for the three years, accompanying the returns with the suggested letter to Commissioner Roper and a copy of your letter of March 2, 1919.

If the alternative method is allowed by the Treasury Department you will, of course, be charged interest on the amount due for 1916 and 1917.

The profit and loss account showing the apportionment of the profit to three years has been made in triplicate and one copy attached to the return of each year.

Please be good enough to acknowledge receipt of this letter and advise us if the returns as prepared meet with your approval.

Yours very truly,

(Signed) PRICE WATERHOUSE CO.

Enclosures - 14
Returns (6)
Profit and loss accounts (6)
Letters (2)

June 12th 1919.

Mr. Charles V. Duffy,
Collector, Internal Revenue,
Newark, New Jersey.

Sir:

I enclose herewith Income Tax statement of the D.W.G. Corporation for the year 1918, duly verified by the officers thereof.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
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June 12th 1919.

Commissioner of Internal Revenue,
Sorting Division,
Washington, D. C.

Sir:

Enclosed herewith please find Annual Information Return of the D.W.G. Corporation together with one slip containing report of income of $1,000 or more paid during the year 1918.

Very truly yours,

CD

MUSEUM

Form 1099
UNITED STATES
INTERNAL REVENUE
(Revised Feb., 1919)

REPORT OF INCOME OF $1,000 OR MORE PAID DURING THE CALENDAR YEAR 1918

SALARIES, WAGES, RENT, INTEREST, OR OTHER FIXED OR DETERMINABLE GAINS, PROFITS, AND INCOME

NAMES MUST BE PRINTED OR WRITTEN PLAINLY

BY WHOM PAID

NAME: D. W. G. Corporation

ADDRESS: 15 Exchange Pl.

Jersey City, N. J.

TO WHOM PAID

NAME: Albert H. V. Bangley

ADDRESS: 2 Rector St.
(Street and number or rural route)

N. Y. N. Y.
(Post office and State)

If payee is an individual, is he married? ..... If not, is he head of a family? .....

KIND OF INCOME PAID	AMOUNT
~~Salaries, wages~~, fees, ~~commissions, etc.~~	$ 1800 —
~~Rent~~	$
~~Interest on notes, mortgages~~, etc.	$
~~Premiums and annuities~~	$
	$ 1800 —

On the blank line above enter the kind and amount of any other fixed or determinable gains, profits, and income except as noted in instructions. e2—8573

INSTRUCTIONS

One of these forms must be filled in for each person to whom income, as described on this form, was paid during the calendar year 1918. The name and business address of the person or organization making the payments should be entered under the heading "By whom paid" and the name and home address (if an individual) or business address (if an organization) of the one to whom the income was paid should be entered under the heading "To whom paid."

These forms must be forwarded with return Form 1096 to the Commissioner of Internal Revenue, Sorting Division, Washington, D. C., on or before March 15, 1919.

Do not report on this form dividends on stock, interest on bonds of domestic or foreign corporations, or interest on bonds and other obligations of the United States or foreign countries. For further instructions see Form 1096.

Form 1096—REVISED FEBRUARY, 1919—UNITED STATES INTERNAL REVENUE SERVICE

ANNUAL INFORMATION RETURN

OF

PAYMENTS OF INTEREST, SALARIES, RENT, ETC., OF $1,000 OR MORE

For Calendar Year 1918

THIS RETURN, ACCOMPANIED BY REPORTS ON FORM 1099, MUST BE MAILED TO THE COMMISSIONER OF INTERNAL REVENUE, SORTING DIVISION, WASHINGTON, D. C., ON OR BEFORE MARCH 15, 1919

D. W. G. Corporation
(Name of person or organization by whom payments were made)

15 Exchange Pl.
(Street and number or rural route)

Jersey City (Post office) N. J. (State)

(Date received)

CLASSES OF INCOME	NUMBER OF REPORTS ON FORM 1099	TOTAL AMOUNT OF PAYMENTS
Interest, rent, salaries, wages, premiums, annuities, compensation, remuneration, emoluments, or other fixed or determinable gains, profits, and income of $1,000 or more	1	$ 1800 —

INSTRUCTIONS

Every individual or organization, in whatever capacity acting, who made payments of income as described above during the calendar year 1918 to any individual citizen or resident of the United States, or domestic partnership, is required to render a return on this form on or before March 15, 1919.

The return should be accompanied by reports on Form 1099, showing the name and business address of the person or organization by whom the payments were made, the full name and address of each individual or partnership to whom the payments were made, the kind of income paid, and the amount.

Partnerships and personal service corporations should prepare reports on Form 1099 for each member of the partnership or personal service corporation. Fiduciaries should make these reports for each beneficiary of the estate or trust. In these cases the word "partnership," "personal service corporation," or "fiduciary" should be entered on the blank line on Form 1099. Income tax returns of partnerships, personal service corporations, and fiduciaries accompanied by reports on Form 1099 should be filed with the *Collector of Internal Revenue* on or before March 15, 1919.

Reports on Form 1099 are not required in the following cases:

1. Interest on the obligations of the United States, of States, Territories, or political subdivisions thereof or of the District of Columbia and compensation paid officers and employees by a State or political subdivision thereof for personal services.
2. Dividends paid by domestic or resident corporations (not including earnings of personal service corporations).
3. Payments by brokers to their customers.
4. Bills paid for merchandise, telegrams, telephone, freight, storage, and similar charges.
5. Amounts paid to employees for expenses incurred in business.
6. Premiums paid to insurance companies.
7. Annuities representing return of capital.
8. Interest accrued on bank deposits if not credited.
9. Rent paid to real estate agents (but the agent must report payments of rent made to the landlord if they amount in the aggregate to $1,000 or more for the year).
10. Payments made by domestic establishments or foreign branch houses thereof to nonresident alien employees for services performed entirely in foreign countries.
11. Salary or compensation of $3,500 or less paid for active services to persons in the military or naval forces of the United States.
12. Interest on bonds of domestic and foreign corporations. (See Forms 1012 and 1096A.)
13. Salaries, wages, etc., paid to nonresident alien individuals and foreign corporations. (See Form 1042.)

The name and address of the individual or organization making reports on Form 1099 may be printed or stamped on each form, but the return Form 1096 must be made under oath.

I swear (or affirm) that to the best of my knowledge and belief the foregoing return and the accompanying reports constitute a true and complete statement of payments of the above-described classes of income made by the person or organization named at the head of this return during the calendar year 1918.

Sworn to and subscribed before me this 12th day of June, 1919

Gertrude Wemmen
(Signature.)
Notary Public, Kings County 189
Kings County Register 1077
(Title.)
Certificate filed New York County 191
New York County Register 1268

2—8589

Albert H. V. Bangley
(Signature.)

Pres
(State whether individual owner, member of firm, or disbursing officer of Government bureau or office, or if officer of corporation give title.)

2 Rector St. City of N.Y.
(State address of person signing if different from that given at head of return.)

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

7
Dr'y File

June 12th 1919.

Mr. E. C. Bidwell,
Care Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

I enclose herewith copy of letter addressed to the Triangle Company and a copy of their reply thereto regarding the extension of the lease of the Studio for two weeks at the same rate of $1,000. per week. You should take immediate steps to have all properties belonging to Mr. Griffith removed to temporary structures on the "Intolerance" lot, or other suitable storage place, so that you will not be too hard pressed in case you give up the place within two weeks.

Very truly yours,

Albert H. Banzhaf

AHTB/GD
Encs.

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

June 12, 1919

Mr. E. C. Bidwell,
The D. W. Griffith Studio,
4500 Sunset Boulevard
Los Angeles, California

Dear Mr.Bidwell:

On May 24, I wrote you stating various differences in the reports - that is to say, the figures shown in the cash reports rendered to me ~~do~~ and not agree with the equivalent shown on F.P.L. statements. These items are as follows:--

GREAT LOVE	F.P.L.Report 2/1			$643.70
	Your cash Receipt 12/21/18 --	301.20		
	" " " 1/11/19 --	433.80	735.00	
	They Undercharge			$ 91.30
JANE	F.P.L.Report 1/25			$12943.00
	Your cash Receipt 9/22/18 --	10379.18		
	" " " 12/14 "	1482.74		
	" " " 12/21 "	658.65		
	" " " 1/11/19	279.38		
	" " " 1/25 "	51.75		$12851.70
	They Overcharge			$ 91.30

You will see from these figures that whereas they undercharge you on GREAT LOVE, $91.30, they overcharge you on JANE the same amount. The reason for this is that on January 11 you received check from F.P.L. for $713.~~$~~8 which you split in your cash-book as:--

1/11/19	GREAT LOVE	$433.80	
"	/JANE	279.38	$713.~~$~~8

The F.P.L. make their split as:--

GREAT LOVE	$342.50	
JANE	376.68	$713.~~$~~8

The above figures show you that F.P.L. have charged JANE $91.30 more and GREAT LOVE $91.30 less than you have charged. If these were both "D" series pictures it would not matter, but as one is "C" picture - where we bear the entire expense, and the other is "D" picture where we bear only 65% of expense, we lose 35% off $91.30 which they overcharge on the "C" picture and undercharge on the "D" picture. Of course I asked them to reverse these figures and so make their distribution correspond with yours, but they pointblank refused to do this, as they claim that their instructions for distribution come from the Coast, and if the Coast will instruct them to reverse these figures, and bring distribution down to the basis as you have it on your cash book, they will certainly do so upon instructions. For this reason therefore, you must call the attention of Mr. Pindar to the fact that they have instructed the N.Y. office to make distribution which is wrong, and inasmuch as we lose money in this case simply because of their wrong instructions about distribution, you must insist upon getting this credit, as it is entirely their error for which we should not be asked to pay.

The difference of $55.12 as stated in my letter of May 24 is made up as follows:--

Your cash receipt LOVE 1/9	$ 32.74
Change by F.P.L. made in N.Y. for expenses for which D.W.G. is NOT at all overchargeable responsible	22.38
	$ 55.12

You will get refund check for the amount $22.38, which will clear up the three items mentioned in my letter of May 24. All the other items I satisfactorilly reconciled with your cash statements and receipts.

It may interest you to know that the above adjustments took me no less than five and one-half hours work, but by doing so I have at least straightened all the matters out. It is up to you, however, to straighten out the error above mentioned, and you must not allow them to get away with it, otherwise the hard labor I have put on this job has been done in vain. Besides, it has encroached severely on the time which should have been devoted to other work here.

I find F.P.L. have charged you for the 75 prints as follows:--

		Overcharge	35% Credit ~~check~~
LOVE			
F.P.L.Charge	17760.89		
Should be	17500.00	260.89	91.30
THING			
F.P.L.Charge	17732.55		
Should be	17500.00	232.55	81.39
GIRL			
F.P.L.Charge	17744.40		
Should be	17500.00	244.40	85.54

You will receive credit for the three items mentioned above in due time, ~~and in addition~~, I will send you a check for the $260.89 which is due on

the guarantee of GREAT LOVE, owing to the fact that they have charged against your guarantee that much more than they should have done.

The results of my labor in adjusting _r. Griffith's records amount to this:--

GREAT LOVE due us	$91.30
GREATEST THING due us	81.39
GIRL due us	85.54
DIFFERENCE owing to wrong distribution due us	31.95
Balance due on guarantee of GREAT LOVE	260.89
TOTAL	$551.08

Replying to your letter of the 6th instant, stating that F.P.L. have deducted $689.50 from your first bill of GIRL. Please note that I was aware of this fact as I made a memo of it when on the Coast.

However, whereas you originally received $689.50, they only charged you with 65% of this, and if you will refer to your report of March 8, you will find that they have credited you with this XTE 65%. The credit is shown on the report in red ink, under the heading "Producer's Balance"

This settles the matter so far as GREAT LOVE is concerned, but in as much as they deduct this amount from your GIRL invoice, and in view of the fact that they were to pay us for the foreign negatives, they still owe you this full amount of $689.50 and you must insist upon getting it. Of course if they pay it they will again charge you 65% of this amount on the statement, so you see Mr. Griffith will pay 65% of the proceeds which you receive, unless you have an understanding with them that this should not be charged at all. I will take this matter up with Mr. Banzhof later, however, and let you know what he says.

I have not heard from you regarding the $450. which we advanced to Mr. Ryan, and which he claims you owe him. Please let us have your check for $450, and whatever the balance is, please send to him direct. Please give this matter your early attention, as I would like to have this settled and in return I will pay your printing bills very promptly.

Very truly,

P.S. Since writing the second last paragraph on this page, I have spoken to Mr. Banzhof who says that they are to pay your for the foreign negatives, at cost, and that this payment is to be charged up on the F.P.L. statements, and to be divided 65% 35%.

Dup.

6/12/19

DELIVER OR SEND THIS RETURN TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 15, 1919

IF EXTENSION OF TIME FOR FILING RETURN HAS BEEN GRANTED THE AUTHORIZATION MUST BE ATTACHED TO THIS RETURN

Page 1—Summary

Form 1120—UNITED STATES INTERNAL REVENUE SERVICE

CORPORATION INCOME AND PROFITS TAX RETURN

FOR CALENDAR YEAR 1918

OR

Fiscal Period begun ....., and ended ....., 1918

If the payment made on submission of Form 1031T was less than one-fourth of the tax (Item 20 or Item 25, Schedule IV) the balance of such one-fourth, with interest at the rate of 6 per cent per annum from March 15, 1919, must be remitted herewith.

(Print plainly corporation's name and principal place of business)

D.W.G. CORPORATION
15 EXCHANGE PLACE
JERSEY CITY, N.J.

Examined by

Audited by

(DO NOT WRITE IN THIS SPACE)

PAYMENT

CASH $

CHECK $

M. O. $

CERT. OF IND. $

(Cashier's Stamp)

SCHEDULE I—NET INCOME.

Item.	1911	1912	1913
1. Net Income for Each Prewar Year (as finally determined on income return)	$	$	$
2. Plus amount of corporation excise tax paid in each year			
3. Totals for 1911, 1912, and 1913	$	$	$
4. Less dividends received in 1913			
5. Net Total for 1913			$
6. Average Net Income for Prewar Period (sum of items on line 3 for 1911 and 1912 and Item 5 for 1913, divided by number of years)			$
7. Net Income for Taxable Year (Item 25, Schedule A, page 2)			$ None

None

SCHEDULE II—INVESTED CAPITAL.

Item.	1911	1912	1913	Taxable Year.
1. Capital, surplus, and undivided profits at the close of the preceding year as shown by corporation's books before any adjustments are made therein (from Schedule E)	$	$	$	$ 219 289 82
2. Plus adjustments by way of additions (from Schedule F)				
3. Total	$	$	$	$ 219 289 82
4. Less adjustments by way of deductions (from Schedule G)				
5. Balance	$	$	$	$ 219 289 82
6. Plus or minus changes in invested capital during year (from Schedules H and J)				57 41
7. Total (or Balance)	$	$	$	$ 219 232 41
8. Less deduction on account of inadmissible assets (from Schedule L)				12 057 79
9. Invested Capital for Each Year	$	$	$	$ 207 174 62
10. Average Invested Capital for Prewar Period (sum of items on line 9 for 1911, 1912, and 1913 divided by number of years)				
11. Increase or Decrease in Invested Capital for Taxable Year as Compared with Average Prewar Invested Capital (Indicate decrease by "D")				$

SCHEDULE III—EXCESS-PROFITS AND WAR-PROFITS CREDITS.

(If this return is made for a period less than a full year, Items 3 and 8 must be reduced as provided in paragraph 1, page 1 of Instructions.)

Excess-profits credit.	
1. Eight per cent of invested capital for taxable year (Item 9, last column, Schedule II)	$ 16 573 97
2. Exemption ($3,000)	3 000
3. Excess-Profits Credit (Item 1 plus Item 2)	$ 19 573 97

War-profits credit.	
4. Average net income for prewar period (Item 6, Schedule I)	$
5. Plus 10% of increase or minus 10% of decrease shown by Item 11, Schedule II	
6. (a) Total of (or Difference Between) Items 4 and 5, or (b) 10% of invested capital for taxable year (Item 9, last column, Schedule II), whichever is larger	$ 219 282 82
7. Exemption ($3,000)	3 000
8. War-Profits Credit (Item 6 plus Item 7)	$ 222 289 82

SCHEDULE IV—COMPUTATION OF TAXES.

WAR-PROFITS AND EXCESS-PROFITS TAX (Brackets one and two).

(If this return is for a period less than a full year the invested capital must be reduced as provided in paragraph 1, page 1 of Instructions.)

1. Brackets.	2. Amount of Net Income (Item 7, Schedule I) in Each Bracket.	3. Excess-Profits Credit (Item 3, Schedule III).	4. Balance Subject to Tax.	5. Rate.	6. Amount of Tax.
1. Not over 20% of invested capital	$ None	$ 19 573 97	$ None	30%	$ None
2. Over 20% of invested capital				65%	
3. Totals	$	$	$		$

WAR-PROFITS AND EXCESS-PROFITS TAX (Bracket three).

4. Net income for taxable year (Item 7, Schedule I)	$ None	7. Eighty per cent of Item 6	$
5. Less amount of war-profits credit (Item 8, Schedule III)	222 289 82	8. Less Item 3 column 6 (if smaller than Item 7)	
6. Balance	$	9. Tax in Bracket three (Item 7 minus Item 8—if Item 8 is the larger, make no entry).	$

10. Total War-Profits and Excess-Profits Tax as Computed under Section 301 (a) (Item 3 column 6 plus Item 9) $

11. Total War-Profits and Excess-Profits Tax, if Computed under Section 302, 303, 304 (c) or 337 (see Instructions, page 1, paragraphs 6 and 7) $

INCOME TAX.

12. Net income for taxable year (Item 7, Schedule I)	$ None	17. Tax of 12% on Item 16	$
13. Less: Interest on obligations of U. S. not exempt (Item 4, Schedule A, page 2)	$	18. Item 10 or Item 11 plus Item 17	None
14. War-profits and excess-profits tax (Item 10 or 11)		19. Less income, war-profits, and excess-profits taxes paid or accrued to foreign countries on income arising from sources therein, and to possessions of the United States (see Sections 238 and 240 (c) of Revenue Act of 1918)	
15. Exemption ($2,000 unless return is for less than a year)			
16. Balance subject to income tax (Item 12 less Items 13, 14, and 15)	None		

20. Total War-Profits, Excess-Profits, and Income Taxes (except in case of a fiscal year) (Item 18 minus Item 19) $

ADJUSTMENT OF TAX FOR FISCAL YEAR ENDED IN 1918.

21. That proportion of Item 20 which the number of months within the calendar year 1918 is of the number of months in the entire period	$	23. Total tax (Item 21 plus Item 22)	$
22. That proportion of a tax computed under the revenue acts of 1916 and 1917 which the number of months within the calendar year 1917 is of the number of months in the entire period	$	24. Less total tax already paid for the fiscal year ended in 1918	None
		25. Balance of Tax	$

26. **Tax paid:** On submission of tentative return (1031 T), $ ..... ; by remittance accompanying this return, $ ..... Total $

2—8620

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SCHEDULE A—TAXABLE NET INCOME.

NOTE.—Railroad corporations, banks, insurance companies, and other corporations required to submit statements of income and expenses to any national, State, municipal, or other public officer may submit instead of Schedule A a statement of income and expenses in the form in which submitted to such officer. In such cases the taxable net income will be reconciled by means of Schedule B with the net profit shown by the income and expense statement submitted, and should be entered as Item 7, Schedule I, page 1.

GROSS INCOME.			
1. Gross sales, less returns and allowances	$		
2. Less cost of goods sold, exclusive of expenses, repairs, and other items called for separately below (from Schedule A2)		$	
3. Gross income from operations other than trading or manufacturing, less allowances (from Schedule A3)			
4. Interest on obligations of the United States or its possessions not exempt (from Schedule A4)			
5. Interest from other sources (from Schedule A5) Interest on deposits and t/f said		2299 30	
6. Rentals			
7. Royalties			
8. Share of net income earned since December 31, 1917, by personal service corporations (whether received or not)			
9. Dividends on stock of foreign corporations (from Schedule A9)			
10. Gross income from all other sources except dividends (not including any amount in respect of sales of capital assets or miscellaneous investments—see Item 23, below) (from Schedule A10)			
11. TOTAL OF ITEMS 1 TO 10			$ 2299 30
DEDUCTIONS.			
12. Ordinary and necessary expenses (except amounts reported in Item 2 above or called for separately below, and not including cost or value of capital assets or miscellaneous investments sold during taxable year—see Item 23) (from Schedule A12)	$	2375 40	
13. Compensation of officers (including salaries, commissions, and other compensation in whatever form paid) (from Schedule A13)			
14. Repairs (including labor, supplies, overhead, and other items properly chargeable to repairs) (from Schedule A14)			
15. Interest (except on indebtedness incurred or continued to purchase or carry obligations or securities, other than obligations of the United States issued after September 24, 1917, the interest on which is wholly exempt from income tax)			
16. Taxes (except Federal income, war-profits, and excess-profits taxes, taxes which are a credit under Section 238, and taxes assessed against local benefits of a kind tending to increase the value of the property assessed)		75 —	
17. Debts ascertained to be worthless and charged off within the taxable year			
18. Exhaustion, wear and tear (including obsolescence) (from Schedule A18)			
19. Amortization of war facilities (from Schedule A19)			
20. Depletion (if depletion is claimed, Form A (revised) of Mines and Minerals Section should be obtained from the Collector, filled in, and filed)			
21. TOTAL OF ITEMS 12 TO 20			$ 2450 40
22. DIFFERENCE BETWEEN ITEMS 11 AND 21			$ Deficit 151 10
23. Profit or loss on sales of capital assets and miscellaneous investments (from Schedule A23)	$ None		
24. Losses sustained during the taxable year from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise (from Schedule A24) (extend in last column net total of Items 23 and 24)			$
25. NET INCOME FOR TAXABLE YEAR (total of or difference between Item 22 and Item 24, last column) (to be entered as Item 7, Schedule I, page 1)			$ Deficit 151 10

SCHEDULE B—RECONCILIATION OF NET PROFIT PER BOOKS WITH TAXABLE NET INCOME.

1. Net profit for year per books, before any adjustments are made therein	$ 960 87	
2. Unallowable deductions:		
(a) Donations, gratuities, and contributions		
(b) Income, war-profits, and excess-profits taxes paid or accrued to the United States, its possessions, or a foreign country	65 73	
(c) Special improvement taxes		
(d) Furniture and fixtures, additions, or betterments treated as expenses on the books		
(e) Replacements covered by depreciation		
(f) Insurance premiums paid on the life of any officer or employee for the benefit of the corporation or business		
(g) Interest on indebtedness incurred or continued to purchase or carry obligations or securities (other than obligations of the United States issued after September 24, 1917) the interest upon which is wholly exempt from income tax		
(h) Additions to reserves for bad debts, contingencies, etc. (to be detailed)		
(i)		
(j)		
(k)		
(l)		
(m) Other unallowable deductions (to be detailed)		
(n)		
(o)		
3. Amount necessary to adjust book profit or loss with the amounts reported in Items 23 and 24, Schedule A (unless entry belongs on line 7)		
4. TOTAL	$ 1026 60	

5. Nontaxable income:		
(a) Interest on obligations of the United States and its possessions, wholly exempt	$	
(b) Interest on obligations of States, Territories, and political subdivisions thereof		
(c) Interest on Farm Loan Bonds issued under Federal Farm Loan Act		
(d) Dividends on stock of domestic corporations		1091 08
(e) Dividends on stock of personal service corporations declared out of profits earned prior to January 1, 1918		
(f) Other items of nontaxable income (to be detailed)		
(g)		
(h)		
(i)		
6. Charges against reserves for bad debts, contingencies, etc. (to be detailed)		
(a)		
(b)		
(c)		
(d)		
7. Amount necessary to adjust book profit or loss with the amounts reported in Items 23 and 24, Schedule A (unless entry belongs on line 3)		
8. Taxable net income (Item 25, Schedule A)		
9. TOTAL	$	1091 08

SCHEDULE C—BALANCE SHEETS.

Attach hereto balance sheets as of the beginning and end of the taxable year (preferably in parallel columns), showing as nearly as practicable the details called for below:

ASSETS.

Cash (including cash in bank and on hand, certificates of deposit, etc.).
Trade accounts and notes receivable (before deducting reserves for losses).
Other accounts and notes receivable (to be classified).
Inventories:
Raw materials.
Work in progress.
Finished products.
Supplies.
Investments:
U. S. bonds and obligations (each issue to be stated separately).
Stock of corporations—
Foreign.
Domestic.
Bonds—
Exempt (municipal, State, etc.).
Other.
Loans and advances:
To officers and employees.
To others.

ASSETS (Continued).

Deferred charges to future operations.
Fixed assets:
Land.
Buildings.
Machinery.
Tools and minor equipment.
Delivery equipment.
Office furniture.
Other (state character).
TOTAL.
Less reserve for depreciation.
NET VALUE.
Patents, good will, and other intangible assets:
Paid for in cash or other tangible property.
Paid for in stock (other than stock dividends).
Created by stock dividend or otherwise.
Discount:
On bonds.
On stock.
TOTAL.

LIABILITIES.

Notes payable:
To officers and stockholders.
To others (including bank loans).
Accounts payable:
Trade.
Other.
Accrued expenses and reserves, the charges creating which are allowable deductions from income (to be detailed).
Reserve for losses on notes and accounts receivable.
Reserves for contingencies, etc., the charges creating which are not allowable deductions from income (to be detailed).
Capital stock outstanding (to be classified).
Surplus and undivided profits.
TOTAL.

A corporation having a net income of $3,000 or more, which was in existence during at least one full prewar year, should also attach to this return similar balance sheets (preferably in parallel columns) as of the beginning of its first full prewar year and as of December 31, 1913.

SCHEDULE D—ANALYSIS OF SURPLUS ACCOUNT.

Attach hereto an analysis of the corporation's surplus account, showing the details of all adjustments of surplus for the taxable year, as nearly as practicable in the following form:

1. Surplus at beginning of year per books. 6253.95
Add: 2. Total net profit per books and per Schedule B (Item 1). 960.87
3. Other credits to surplus (to be detailed).
4. Total of Items 1, 2, and 3. 7214.82

Deduct: 5. Dividends (state date payable and amount of each, and whether in cash or in stock).
6. Other debits to surplus (to be detailed).
7. Surplus at end of year per books. 7214.82

A corporation having a net income of $3,000 or more, which was in existence during at least one full prewar year, should also attach to this return a similar analysis of its surplus account for its first full prewar year and for each subsequent year down to the beginning of the taxable year.

SCHEDULES SUPPORTING SCHEDULE A

The schedules called for below should be prepared and firmly stapled to this return. Designate each schedule with the number of the item in Schedule A which it explains. Make schedules on paper of uniform size so far as practicable. In the space provided for the purpose on page 6 list all schedules attached to this return, giving the title and schedule number of each.

SCHEDULE A2: COST OF GOODS SOLD, EXCLUSIVE OF EXPENSES, REPAIRS, AND OTHER ITEMS CALLED FOR SEPARATELY.

In support of Item 2, Schedule A, corporations engaged in manufacturing or trading operations should submit an analysis, in reasonable detail, of the cost of goods sold. This statement should ordinarily include the following items but should not include any expense items called for separately in Schedule A.

1. Inventories at beginning of period (to be reconciled with balance sheet).
2. Purchases during period.
3. Labor and wages ordinarily charged to manufacturing cost on the corporation's books, showing the principal items separately.
4. Other expenses ordinarily charged to manufacturing cost on the corporation's books. (State separately large or unusual items.)
5. TOTAL.

Deduct:

6. Inventories at close of period (to be reconciled with balance sheet).
7. Cost of goods sold (Item 5 less Item 6).

NOTE.—Inventories should be valued at (*a*) cost or (*b*) cost or market, whichever is lower, provided, however, that whichever basis was adopted by a taxpayer for the taxable year 1917 must be continued unless upon application to the Commissioner permission is granted to change. If basis (*b*) is used it must be applied to each item in the inventory and not to a part only. Inventories should be recorded in a legible manner, properly computed and summarized, and should be preserved as a part of the accounting records of the taxpayer. (See Articles 1581 to 1585 of Regulations No. 45.)

State here which of the above-mentioned bases for valuing inventories is used in this return.....

SCHEDULE A3: GROSS INCOME FROM OPERATIONS OTHER THAN TRADING OR MANUFACTURING, LESS ALLOWANCES.

Submit a schedule showing the nature and amount of the principal items included in Item 3, Schedule A.

Life insurance companies should enter as Item 3, Schedule A, the total premiums received from policyholders less such portion thereof as has been paid back or credited to, or treated as an abatement of premiums of, such policyholders within the taxable year. (See Articles 546 and 547 of Regulations 45.)

Mutual marine insurance companies should report as Item 3, Schedule A, the gross premiums collected and received by them less amounts paid for reinsurance.

SCHEDULE A4: INTEREST ON OBLIGATIONS OF UNITED STATES OR ITS POSSESSIONS NOT EXEMPT.

Enter in table below the maximum amount of Liberty Bonds and other obligations of the United States issued since September 24, 1917 (par value) held at any one time, from which interest was derived during the taxable year:

1. CLASS OF OBLIGATION.	2. MAXIMUM AMOUNT OF OBLIGATIONS.				3. MAXIMUM EXEMPTION.	
1a. First Liberty Loan converted into Second Loan and Second Liberty Loan unconverted (interest received since January 1, 1918)	$.....	.....	.....	.....	$45,000 (See Note.)	In addition an exemption of $5,000 may be claimed as to any one of these classes or may be divided among them.
1b. First and Second Liberty Loans converted into Third Loan and Third Liberty Loan	.....	.....	.....	.....		
2. First Liberty Loan converted into Fourth Loan	.....	.....	.....	.....	30,000	
3. Fourth Liberty Loan	.....	.....	.....	.....	30,000	
4. Other obligations issued since September 24, 1917	.....	.....	.....	.....	0	

NOTE.—This exemption as to Items 1a and 1b (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State that amount here, $.....

In order to ascertain the amount to be entered as Item 4, Scehedule A, refer first to the table above.

If the amount entered in column 2 of the table for any class of obligations exceeds the maximum exemption for the same class of obligations plus any part of the $5,000 exemption assigned to that class (see column 3), attach hereto a schedule showing in separate columns the following information:

(*a*) Class of obligations.

(*b*) First and last dates of each period during which the corporation's holdings of that class of obligations remained unchanged.

(*c*) Amount of obligations of that class held by the corporation during each such period.

(*d*) Amount by which each amount entered in column (*c*) exceeds the maximum exemption for that class of obligations.

(*e*) Rate of interest.

(*f*) Interest derived from each amount of principal stated in column (*d*).

For the purpose of showing changes in holdings and applying the exemption, classes 1a and 1b must be taken jointly, but for the purpose of computing the taxable interest they must be entered separately.

Enter as Item 4, Schedule A, the total of column (*f*) for all classes of obligations.

Submit also a statement showing the amount of interest derived from bonds and other obligations of the United States and its possessions, exclusive of those described in the table above.

SCHEDULE A5: INTEREST FROM OTHER SOURCES.

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 5, Schedule A.

For interest on foreign bonds submit a schedule showing (*a*) name of country; (*b*) kind of obligations (whether national, state, municipal, or corporate obligations); (*c*) amount of principal; and (*d*) amount of interest.

SCHEDULE A9: DIVIDENDS ON STOCK OF FOREIGN CORPORATIONS.

Submit a schedule showing (*a*) name of corporation; (*b*) country in which organized; (*c*) total par value of stock held; and (*d*) amount of dividends.

SCHEDULE A10: GROSS INCOME FROM ALL OTHER SOURCES EXCEPT DIVIDENDS (not including any amount in respect of capital assets or miscellaneous investments).

Submit a schedule showing the source, nature, and amount of the principal items included herein, the minor items being grouped in one figure. The total of the schedule should be entered as Item 10, Schedule A.

SCHEDULE A12: ORDINARY AND NECESSARY EXPENSES (except amounts called for separately in Schedule A and not including cost or value of capital assets or miscellaneous investments sold during taxable year).

Submit a statement showing character and amount of the principal items included in Item 12, Schedule A.

Insurance companies should state separately in Schedule A12 (*a*) the net addition required by law to be made within the taxable year to reserve funds (including in the case of assessment insurance companies the actual deposit of sums with State or Territorial officers pursuant to law as additions to guarantee or reserve funds; and (*b*) the total of sums other than dividends paid within the year on policy and annuity contracts.

Corporations issuing policies covering life, health, and accident insurance combined in one policy issued on the weekly premium payment plan continuing for life and not subject to cancellation should report in Schedule A12 such part of the net addition (not required by law) made within the taxable year to reserve funds as is required for the protection of the holders of such policies.

Mutual marine insurance companies should report in Schedule A12 amounts repaid to policyholders on account of premiums previously paid by them and interest paid upon such amounts between the ascertainment and the payment thereof.

Mutual insurance companies (other than mutual life and mutual marine insurance companies) that require their members to make premium deposits to provide for losses and expenses should report in Schedule A12 the amount of premium deposits returned to their policyholders and the amount of premium deposits retained for the payment of losses, expenses, and reinsurance reserves (unless deducted elsewhere in Schedule A).

SCHEDULE A13: COMPENSATION OF OFFICERS.

Submit a schedule showing for each officer (1) name, (2) duties, (3) time devoted to such duties, (4) shares of stock owned, (5) total annual compensation for the years 1916, 1917, and 1918, and (6) reasons for increases.

SCHEDULE A14: REPAIRS (including labor, supplies, overhead, and other items properly chargeable to repairs).

Submit a schedule showing the nature and amount of the principal items included in Item 14, Schedule A.

Incidental repairs, which do not add to the value or appreciably prolong the life of property, are deductible as expenses. Expenditures for new buildings or for permanent improvements or betterments which increase the value of the property are chargeable to capital account. Expenditures for restoring or replacing property are not deductible under this or any other item of the return. Such expenditures are chargeable to capital account or to depreciation reserves, depending on the treatment of depreciation on the books of the taxpayer.

SCHEDULE A18: EXHAUSTION, WEAR AND TEAR (including obsolescence).

Submit a columnar schedule containing, in the most practicable form, substantially the following information:

1. A classification of depreciable assets subdivided on the bases of (*a*) character, (*b*) term of useful life.
2. The fair market value of such assets March 1, 1913, if acquired before that date.
3. The cost of such assets if acquired after February 28, 1913.
4. The estimated life or term of reasonable usefulness of such assets from date acquired or from March 1, 1913, as the case requires. Give reasons for your conclusions.
5. For each class of assets state—
   (*a*) The total amount of depreciation from March 1, 1913, to the beginning of the taxable year.
   (*b*) The total amount of depreciation (exhaustion, wear and tear, including obsolescence) claimed for the taxable year.
6. A reconciliation of all figures shown in this schedule with corresponding figures reflected in the balance sheets.

SCHEDULE A19: AMORTIZATION OF WAR FACILITIES.

If amortization of war facilities is claimed the taxpayer is required to submit with this return the information and schedules called for in Articles 181 to 187 of Regulations 45.

SCHEDULES A23 and A24: PROFIT OR LOSS ON SALES OF CAPITAL ASSETS and miscellaneous investments, and losses sustained during the taxable year from fire, storm, or other casualty, or from theft, not compensated for by insurance or otherwise.

Submit a columnar schedule setting forth for each sale of capital assets or of miscellaneous investments and for each loss during the taxable year the information called for below:

1. Description of property sold or of property in respect of which a loss is claimed.
2. Date acquired.
3. Fair market price or value on March 1, 1913, if acquired before that date, or cost if acquired after February 28, 1913.
4. Cost of improvements, if any, since February 28, 1913, or since date of acquisition, if acquired after February 28, 1913.
5. Total of Items 3 and 4.
   Less—
6. Depreciation or depletion of property subject thereto—
   (*a*) Per books.
   (*b*) Accrued but not on books.
7. Salvage value, if any, of property on which a loss is claimed.
8. Amount of insurance or other recovery on property, if any.
9. Proceeds of sale or cash value of property received in exchange (for transactions falling in Item 23, Schedule A) (see Note).
10. Total of Items 6 to 9, inclusive.
11. Profit or loss.
12. Cause of loss (for losses falling in Item 24, Schedule A).

NOTE.—Submit evidence substantiating the basis used by you in arriving at the cash value of property received in exchange for other property.

COMPENSATION AT RATE OF $3,000 OR MORE PER ANNUM.

Submit a schedule showing for each employee (if a stockholder of the corporation), whose compensation is at the rate of $3,000 or more per annum, facts similar to those called for in Schedule A13.

WORKING PAPERS.

Every corporation should preserve, available for inspection by a revenue officer, working papers showing—

1. The balance in each account on the corporation's books that was used in preparing Schedule A.
2. The amount deducted from each such balance on account of each class of nontaxable income, unallowable deductions, and other adjustments indicated in Schedule B, with a reference to the number of the item in Schedule B in which each amount so deducted was included.
3. The remainder of each such balance, analyzed to show the amount included in each item of Schedule A, with a reference to the number of the item in Schedule A in which each such amount was included.

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SCHEDULE E—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE ANY ADJUSTMENTS ARE MADE THEREIN.

E4. Stock actually outstanding at the end of the preceding taxable year should be entered in this schedule to the extent that it is paid up. If stock or shares were issued at a nominal value or without par value, the entries should reflect the amounts on the books in respect thereof at the close of the preceding taxable year.

E5. This item should include paid-in surplus per books at the end of the preceding year. If any amount is claimed under Section 326(*a*)(2) of the Revenue Act of 1918 or under Article 837 of Regulations 45 the amount claimed should be entered under Item 1, Schedule F, and not in this schedule.

E7. Reserves which represent allocations of surplus and were not accumulated through deductions made in computing net income as returned in previous years may, if properly explained, be entered on line 7. Such entries should be identified and if necessary reconciled with balance-sheet reserves.

E9. The cost (or book value if different from cost) of treasury stock held at the end of the preceding taxable year should be deducted on line 9, if the par value of such stock is included in the amount entered on line 4. Treasury stock includes all stock reacquired by the corporation and not canceled, regardless of the reason for the acquisition.

Item.	1911	1912	1913	Taxable Year.
Capital stock paid up and actually outstanding at the close of the preceding year:				
1. First preferred	$	$	$	$
2. Second preferred				
3. Common				205 100 —
4. Total	$	$	$	$ 205 100 —
Surplus and undivided profits:				
5. Paid-in surplus				6 975 —
6. Earned surplus and undivided profits				7 214 82
7. Reserves, additions to which are not deductible in computing net income (to be reconciled with balance-sheet items)				
8. Grand totals of Items 4, 5, 6, and 7	$	$	$	$ 219 289 82
9. Deduct cost of treasury stock (or book value if different from cost), if any is included above as outstanding				
10. Net total (Item 8 minus Item 9)	$	$	$	$ 219 289 82

SCHEDULE F—ADJUSTMENTS BY WAY OF ADDITIONS.

F1. If an addition to invested capital is claimed in Item 1, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was paid in, (*c*) from whom acquired, explaining his relationship to the corporation, (*d*) the actual cash value of such property at the date when paid in, (*e*) the par value of stock or shares issued therefor and the amount at which such property is entered in the accounts, and (*f*) the basis upon which the actual cash value of the property was determined and the date when such determination was made.

F2. If an addition to invested capital is claimed in Item 2, Schedule F, submit a statement showing (*a*) the kind of property, (*b*) the year in which it was acquired, (*c*) its cost, (*d*) the amount of depreciation sustained on such property from the date of acquisition to the beginning of the taxable year. State also whether each item sought to be restored was actually used or usable at the beginning of the taxable year. Were these expenditures, when made, written off in lieu of depreciation? ..... If so, explain what adjustments have been made to provide for depreciation, in view of the proposed restoration to surplus.

F3. If any addition to invested capital is claimed in Item 3, Schedule F, state specifically the amount of depreciation written off each year in the books of the company, and the amount allowed as a deduction in computing net income.

F4. If any assets of the trade or business in existence during both the taxable year and any prewar year are included in the invested capital for the taxable year but not for such prewar year, or are valued on a different basis in computing the invested capital for the taxable year and such prewar year, entries should be made in this schedule adjusting the invested capital for each prewar year affected so as to value such assets upon the same basis in the prewar period as in the taxable year.

Item.	1911	1912	1913	Taxable Year.
1. Actual cash value of tangible property clearly and substantially in excess of par value of stock issued therefor or of the cash or other consideration paid therefor (Articles 836 and 837)	$	$	$	$
2. Additions to surplus (Articles 840 to 843)				
3. Depreciation charged in the accounts of the corporation but not allowable as a deduction on income tax returns				
4. Adjustment of valuation of assets in existence both during taxable year and in prewar period (Article 934)				x x x x x x x x x x x
5.				
6.				
7.				
8. Total	$	$	$	$

SCHEDULE G—ADJUSTMENTS BY WAY OF DEDUCTIONS.

G1. Is any patent, copyright, secret process or formula, good will, trade-mark, trade brand, franchise, or other similar intangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when paid in? no In excess of the par value of the stock issued therefor? no Is the aggregate of such assets acquired prior to March 3, 1917, entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding on March 3, 1917? no Is the aggregate of such assets entered on the books at a value in excess of 25 per cent of the par value of the stock outstanding at the beginning of the taxable year? no

If the answer to any of the foregoing questions is "yes," submit a statement showing separately with respect to such assets acquired (1) before March 3, 1917, and (2) on or after that date: (*a*) Date of acquisition; (*b*) cash value at that date, with a complete explanation of the basis upon which such cash value was determined; (*c*) par value of the stock issued therefor; (*d*) par value of total stock outstanding March 3, 1917; (*e*) par value of total stock outstanding at the beginning of the taxable year; (*f*) the value at which such assets are entered on the books of the corporation.

If all the intangibles were acquired before March 3, 1917, the amount by which (*f*) exceeds (*b*), (*c*), 25 per cent of (*d*), or 25 per cent of (*e*), whichever is lowest, must be entered as Item 1, Schedule G, for the taxable year and for each year of the prewar period that is affected.

If the intangibles were acquired on or after March 3, 1917, the amount by which the entry in (*f*) relating to such intangibles exceeds (*b*) or (*c*) relating thereto, or 25 per cent of (*e*), whichever is lowest, must be included in Item 1, Schedule G, for the taxable year: Provided, that if intangibles were acquired before March 3, 1917, and also on or after that date, deduction shall be made so that the amount included in invested capital for the aggregate of intangibles shall not exceed 25 per cent of the par value of the total stock outstanding at the beginning of the taxable year.

Note.—If the stock of the corporation was issued at a nominal value or without par value, for the purpose of the computation under Item 1 the par value shall be deemed to be the fair market value as of the date or dates of issue. The aggregate value so determined of stock outstanding on March 3, 1917, or at the beginning of the taxable year, shall be the basis for the computation.

G2. Is any tangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when received? no In excess of the par value of the stock paid therefor? no

If the answer to either of the foregoing questions is "yes," submit a statement showing (*a*) kind of property; (*b*) when acquired; (*c*) par value of the stock paid therefor; (*d*) actual cash value of the property when paid in; (*e*) the basis on which that value was determined; (*f*) value at which the property is entered on the corporation's books; and (*g*) amount by which such value exceeds the allowable value under section 326 (*a*) (2) of the Revenue Act of 1918. Enter this amount as Item 2, Schedule G, for the taxable year and for each year of the prewar period that is affected.

G3. (*a*) Was any stock issued by the corporation ever returned as a gift or for a consideration substantially less than its par value? no (*b*) If so, what was the total par value of such stock? $..... (*c*) What was the consideration paid for the return thereof? $..... (*d*) What amount of cash or its equivalent was derived from the resale of such stock? $..... (*e*) What entries were made in the accounts to evidence the return and the resale of such stock? .....

The excess of (*b*) over (*d*) must be entered as Item 3, Schedule G, for the taxable year and for each year of the prewar period that is affected. However, no deduction is necessary if adequate adjustment has been made under Item 2 of this schedule.

G4. Was the business reorganized or consolidated or was its ownership changed or was there a change in ownership of property after March 3, 1917? no If so, answer the following questions:

(*a*) Did an interest of 50 per cent or more in the business or in the property which changed ownership remain in the control of the same persons, corporations, associations, or partnerships, or of any of them? .....

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor? .....

(*c*) If such previous owner was not a corporation attach a statement showing (1) the cost of acquisition to the previous owner of any asset so transferred or received; (2) expenditures subsequent to that date for betterment or development, not deducted as expense or otherwise since March 1, 1913, by such previous owner; (3) the allowance for depreciation, depletion, or impairment since the date of acquisition by such previous owner.

(*d*) If all, or substantially all, of the property was acquired from a corporation during the taxable year attach hereto balance sheets of such predecessor corporation as of the beginning of the taxable year and as of the date immediately prior to the transfer of the property to the corporation making this return, and also a balance sheet or statement of the corporation making this return showing the values at which such property received or transferred was entered on the books.

The increase in book value of any property acquired by reorganization, consolidation, or change of ownership, over the amount allowable to the predecessor corporation or over the amount as computed under (*c*), if the previous owner was not a corporation, must be deducted from the invested capital for the taxable year as Item 4, Schedule G.

G5. Is any property (including physical property, securities, and intangible property) paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? no If so, submit a statement showing (*a*) kind of property; (*b*) amount of cash paid therefor; (*c*) actual cash value of other tangible property paid therefor; (*d*) how that value was determined; (*e*) value at which the property is entered on the books of the corporation; and (*f*) excess of (*e*) over (*b*) or (*c*). This excess must be entered as Item 5, Schedule G, for the taxable year and for each year of the prewar period that is affected.

G6. Has adequate provision been made in the expense accounts of the company for (*a*) losses of every kind? yes; (*b*) depreciation? .....; (*c*) obsolescence? ..... (*d*) depletion of mineral deposits, timber supplies, and the like? .....

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges therefor must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 6, Schedule G, for the taxable year (and for each year of the prewar period that was affected) and deducted in arriving at the surplus and undivided profits.

SCHEDULE G—ADJUSTMENTS BY WAY OF DEDUCTIONS (Concluded).

Item.	1911	1912	1913	Taxable Year.
1. Valuation of patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property	$	$	$	$
2. Valuation of tangible property paid in for stock				
3. Stock returned to the corporation as a gift, etc				
4. Valuation of assets acquired in reorganizations				
5. Appreciation				
6. Depreciation and depletion				
7.				
8.				
9. Total Deductions	$	$	$	$

SCHEDULE H—CHANGES IN INVESTED CAPITAL DURING TAXABLE YEAR.

1. Changes in invested capital during the taxable year ordinarily arise in one or more of the following ways:

(a) Additions by reason of the sale of capital stock or the issue of capital stock for tangible or other assets.
(b) Liquidation of part of the capital by retirement of stock or purchase of treasury stock not out of current earnings.
(c) Payment of cash dividends out of earnings of prior years.
(d) Deduction of the amount of Federal income and excess-profits taxes for the previous year.
(e) Payment of assessments by stockholders, or creation of paid-in surplus by contribution of stockholders.

Specify (by using red ink for distributions, or otherwise) whether each item represents an addition or a distribution.

2. Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable year. Any distribution made during the first 60 days of the taxable year shall be deemed to have been made from earnings or profits accumulated during preceding taxable years; but any distribution made during the remainder of the taxable year shall be deemed to have been made from the profits for that year to the extent that such profits are sufficient. (See Article 1541.)

3. If stock is issued for cash, the actual cash received (but not the amount of discount) should be entered in this schedule. Assets (other than cash) paid in for stock must be valued in accordance with Section 326 (a) (2) of the Revenue Act of 1918.

4. The amount of Federal income and excess-profits taxes payable should be deducted as of the date when due and payable whether reserves have been set up on the books or not. (See Article 845.)

5. If capital stock of the corporation is reacquired but not paid for out of current profits, the cost of such stock should be deducted from invested capital.

6. The data called for in columns 1 to 5 should be given for all transactions, except that columns 3 and 4 are applicable only to the issue or reacquisition of the corporation's stock.

7. In Column 6 enter the number of days remaining in the taxable year (including the date of change).

8. The net changes, if not in accordance with the increases or decreases reflected in the balance sheets, should be fully reconciled therewith.

1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.	6. Number of Days Effective.	7. Adjusted Average. (Column 5 × Column 6 / Number of days in taxable year.)
1. Federal Income Tax for 1917	June 11/18		$	$ 103 75	202	$ 57 41
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

SCHEDULE J—CHANGES IN INVESTED CAPITAL DURING PREWAR YEARS.

(Compute the net addition or reduction separately for each year. See instructions under Schedule H.)

1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.	6. No. of Days Effective.	7. Adjusted Average. (Column 5 × column 6 / Number of days in year.)
1.			$	$		$
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						

SCHEDULE K—CHANGES IN INVESTED CAPITAL FROM END OF PREWAR PERIOD TO BEGINNING OF TAXABLE YEAR, NOT SHOWN IN SCHEDULE E.

(See instructions under Schedule H, so far as applicable.)

1. Nature of Additions and Distributions.	2. Date.	3. Number of Shares Sold or Reacquired.	4. If for Cash, State Price per Share.	5. Amount of Cash or Cash Value Actually Received or Paid Out.
1.			$	$
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

SCHEDULE L—INADMISSIBLE ASSETS.

Has the corporation any inadmissible assets (i. e., stocks, bonds, and other obligations, except obligations of the United States, the income from which is not taxable)? Yes

If so, attach hereto a statement showing for 1911, 1912, 1913, and the taxable year, separately, the facts called for in Items (*a*) to (*j*) of this schedule.

If the income from such assets consists in part of gain or profit from the sale or other disposition thereof, or if all or part of the interest derived from such assets is in effect included in the net income because of the limitation on the deduction of interest under Section 234 (*a*) (2) of the Revenue Act of 1918, then a corresponding part of the capital invested in such assets is deemed an admissible asset. In such case, set forth in detail—

(*a*) The various kinds of income derived from such assets and the computation of the part of the capital invested therein which is deemed an admissible asset.

For the purpose of this schedule, inadmissible assets shall be valued at cost of acquisition except that if the taxpayer has in previous years been allowed a deduction on account of the fall in the market value of securities, such assets shall be valued at cost less the deduction allowed. Admissible assets shall be valued as provided in Sections 326, 330, and 331 of the Revenue Act of 1918 and Articles 831–869, 931–934, and 941 of Regulations 45. The average amount of assets of each kind held during any year may ordinarily be determined by dividing by 2 the sum of the amount of such assets held at the beginning of the year and the amount held at the end of the year. In such case the amount of admissible assets may best be determined from (1) the balance sheet as of the beginning of the year *adjusted* with respect to the items in Schedules F and G, and (2) the balance sheet as of the end of the year correspondingly adjusted. But if at any time during the year a substantial change has taken place in the amount of such assets, the average amount must be determined as provided in Article 852 of Regulations 45. In such case, show in detail—

(*b*) The computation of such amount.

State also—

(*c*) Amount of inadmissible assets held at beginning of the year. 12733.96

(*d*) Amount of inadmissible assets held at end of year. 12625

(*e*) Average amount of inadmissible assets held during year. 12679.48

(*f*) Amount of admissible assets held at beginning of the year. 213314.08

(*g*) Amount of admissible assets held at end of year. ~~207789.45~~ 206664

(*h*) Average amount of admissible assets held during year. 209989.95

(*i*) Sum of (*e*) plus (*h*). 222668.93

(*j*) Percentage which (*e*) is of (*i*). 5½%

This percentage (*j*) for each year should be applied to the figures for that year appearing on line 7, Schedule II, in order to obtain the deduction on account of inadmissible assets, which should be entered on line 8, Schedule II.

QUESTIONS.

KIND OF BUSINESS.

1. Explain below the nature of the corporation's business in sufficient detail to show in which of the following general classes of activities it falls:

(1) Agriculture and related industries, including fishing; (2) mining, quarrying, and related industries; (3) manufacturing; (4) construction; (5) trading; (6) transportation; (7) storage; (8) other services; (9) banking and insurance.

2. If the business falls in any of the classes from 1 to 5, state the special product or products handled; if in class 5, state whether wholesale or retail, or both; if in class 6, state whether rail, water, or other, whether general or local, and the special commodities (if any) transported; if in class 7, state the special commodities stored (if any) or the special kind of storage; if in class 8, state in detail the kind of service rendered; if in class 9, state the branch of banking or insurance engaged in.

3. In all cases state whether the corporation acts as principal (using its own capital) or as agent or broker (on commission) or as both.

(*a*) Main business Stock holding corporation — Principals

(*b*) Collateral businesses, if any

OTHER CONCERNS IN SAME BUSINESS.

4. Enter on the following lines the names and addresses of five representative concerns in your locality or section of the country engaged in the same kind of business:

No knowledge of any

INCORPORATION.

5. Date of incorporation May 20, 1916

6. Under the laws of what State or country? Delaware

PREDECESSOR BUSINESSES.

7. If the corporation was not in existence during the whole of any one of the calendar years 1911–1913, is its business substantially a continuation of a business carried on during any one or more of those years? No If so, give name under which, and address at which, its business was then carried on —

ACQUISITION OF MIXED AGGREGATES OF ASSETS.

8. Did the corporation ever take over a going business or otherwise acquire a mixed aggregate of tangible property, patents and copyrights, and good will and other similar intangible property, and pay for such property in whole or in part with stock or other securities? No

9. If so, submit a statement showing—

(*a*) The name of the concern taken over (or from which the property was acquired);

(*b*) The nature of the assets and liabilities so acquired;

(*c*) The total par value of the stock issued therefor;

(*d*) The value at which each class of assets was carried on the books of the concern from which acquired (if obtainable submit a balance sheet of the predecessor corporation as of the date of acquisition);

(*e*) The value at which each item was entered on the books of the corporation making this return.

10. If patents, copyrights, secret processes or formulæ, good will, trade-marks, trade brands, franchises, or other intangible property were acquired, state also the basis on which their value was determined and how they were paid for.

AFFILIATIONS WITH OTHER CORPORATIONS (TO BE ANSWERED BY EVERY CORPORATION).

11. Do you own directly or control through closely affiliated interests or by a nominee or nominees over 50 per cent of the outstanding capital stock of another corporation or of other corporations? No

12. Is over 50 per cent of your capital stock owned by another corporation or by two or more corporations that are affiliated? No

13. Is over 50 per cent of your capital stock as well as over 50 per cent of the capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals or partnerships? No

14. Is this return a consolidated return within the meaning of Articles 631 to 638, inclusive, of Regulations 45? —

15. Affiliated corporations as indicated in 11, 12, or 13 above must comply with the following requirements:

16. If the answer to question 11 is "yes," submit a statement showing for each of the corporations over 50 per cent of whose stock is owned or controlled by you, either directly or through closely affiliated interests or by a nominee or nominees:—

(*a*) The name and address;

(*b*) The total par value of the outstanding capital stock at the beginning of the taxable year, and the date and amount of each change therein;

(*c*) The total par value of such outstanding capital stock owned or controlled by you at the beginning of the taxable year, or at the date of acquisition if acquired during the taxable year, and the date and amount of each change therein.

17. If the answer to question 12 is "yes," state—

(*a*) The name and address of such corporation or corporations;

(*b*) The par value and percentage of your stock held by each.

18. If the answer to question 13 is "yes," submit a statement showing—

(*a*) The names and addresses of such corporations;

(*b*) The name or names and address or addresses of the owning or controlling interest or interests;

(*c*) The total par value of the outstanding capital stock of each corporation at the beginning of the taxable year, and the date and amount of each change therein;

(*d*) The total par value of the outstanding capital stock of each corporation owned or controlled by each one of the several individuals or partnerships at the beginning of the taxable year, and the date and amount of each change therein.

19. If the answer to question 14 is "yes," the information furnished under 16 and 18 should identify the corporations included in the consolidation.

20. If one corporation owns 95 per cent or more of the stock of another, or if 95 per cent or more of the stock of two or more corporations is owned by the same individual or individuals in substantially the same proportion, a consolidated return must be filed, except that the limitations as to consolidation under Article 635 must be observed. If the ownership is less than 95 per cent, but exceeds 50 per cent, the parent corporation or principal corporation of any group of affiliated corporations must furnish the information called for above and in addition must file a statement fully disclosing the details of affiliation other than stock ownership and all other information which will be helpful in determining whether or not a consolidated return should be filed.

VALUATION OF CAPITAL STOCK.

21. What was the fair value of the total capital stock of the corporation as determined in the last assessment of the capital stock tax (if any)? $218328 95 Date of that assessment Dec 9, 1918

LIST OF ATTACHED SCHEDULES.

Make below a list of all schedules attached to this return, giving for each a brief title and the schedule number.

Schedule A-5 Interest received
" A-12 Necessary expenses
Schedule C Balance sheets

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is to the best of his knowledge and belief a true and complete return made in good faith pursuant to the Revenue Act of 1918 and the Regulations issued thereunder.

Sworn to and subscribed before me } this 12 day of June, 1919

Gertrude Dennehy
[illegible]
[illegible]
(Official capacity.)

Seal of officer taking affidavit.

Albert H. T. Baughof, President.
Robert C. Richter, Asst. Treasurer.

Notary Public, Kings County 189
Kings County Register 1077
Certificate filed New York County 191
New York County Register 1268
COMMISSION EXPIRES Mar 30/21

2—8620

D. W. GRIFFITH COLLECTION
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SCHEDULE A-12:

Legal -	$1842.40	
Clerical -	350.00	
Miscellaneous (Telegrams, Phones, incidentals -	183.00	
		$2375.40

SCHEDULE A-5:

Interest on certificates of indebtedness- Wark Producing Corp.- - - - - - - - - - - -	$2047.50	
Interests on deposits - - - - - - - - - - - - -	251.80	
		$2299.30

Schedule C

D. W. G. CORPORATION.

BALANCE SHEET, January 1st 1918.

- - - - - - - - - - - - - -

ASSETS.			LIABILITIES.		
Investments:					
762 shares Wark Prod.Co.----			Wark Prod.Corp.		7524.05
97 " David W.Griffith Co.	97000.		Capital Stock		205100.
60 " Epoch Prod.Co.,	1908.96		Paid in surplus		6975.
225 " F-4 Corp.	1125.	12733.96	Fed. Taxes 1917		97.52
Notes Receivable:			Surplus.		
Wark Prod.Co. ctfs.ind.		28000.	Earned 1916	2998.	
Accts. Receivable.		60250.	" 1917	3255.95	
Royalties.		9690.31			6253.95
D.W.Griffith:					
Personal.		60489.72			
Ranch.		3032.42			
War Picture.		41690.09			
A.H.T.Banzhaf.		7200.00			
David W.GriffithCorp.		312.50			
Cash.		2551.52			
		$225950.52			$225950.52

BALANCE SHEET, December 31, 1918

ASSETS			LIABILITIES		
Accounts Receivable		60250.	Capital Stock		205100.
Investments:			Paid in surplus		6975.
762 shares Wark Prod.CO----			Surplus		
97 " DavidW. Griffith Co.	97000.00		Earned 1916-1917		
60 " Epoch Prod.Co.	1800.00		$6253.95		
225 " F-4 Corp.	1125.00	12625.			
			Earned 1918		
D.W.Griffith:				960.87	7214.82
Personal		48805.95			
Ranch		3032.42			
War Picture		51619.26			
Ctfs. Ind.		19250.			
Autoscope Inv.		18225.			
Artcraft Prg. Pictures		283.35			
Cash		5198.84			
		$219289.82			$219289.82

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MUSEUM OF MO

June 13th 1919.

Hon. Daniel C. Roper,
Commissioner of Internal Revenue,
Treasury Building,
Washington, D. C.

Sir:

We are in doubt as to the proper manner in which we should compute our tax for the year 1918.

This company was organized under the laws of the State of New York in 1916. During 1916, 1917 and 1918 the corporation was engaged in the production of a film entitled "The Sun Within". The production was financed with borrowed money and the picture was sold in 1918 with a resulting profit of $35,213.82 as shown by the profit and loss account attached to the accompanying return.

Under date of March 2, 1919 the corporation addressed a letter to your office reciting the above facts and requesting your advice as to the manner in which the return should be prepared. The reply to this letter was dated March 15th, was signed by Homer S. Pace and bore the following references: -IT:T: NR:DJW. The letter was apparently a "form letter " and was to the general effect that a ruling could only be given if all the facts and figures involved, together with the names and addresses of the persons concerned, were furnished.

Under such circumstances the company has taken the liberty of filing three returns, one for 1916, one for 1917, and one for 1918 on the theory that the profit should be ratably spread over the period commencing with the initial expenditures up to the date of sale of the film.

Under this plan the tax works out as follows:

For 1916	$ 148.32
For 1917	3,526.38
For 1918	2,305.22
	$6,039.92

For your further information we enclose copy of our letter of March 2nd, 1919.

Should our method of calculating the tax not be acceptable to you and should you rule that the profit was all earned in the year 1918, we beg leave to then be assessed under the provisions of Sections 327 and 328 of the Revenue Act of 1918.

Yours very truly,

Enclosure-
Copy of letter
dated Mar. 2,1919.

D. W. GRIFFITH COLLECTION/BFHA
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y:

June 13th 1919.

Mr. Samuel S. Hinds,
Boston Building,
Pasadena, California.

Dear Mr. Hinds:

In reply to your favor of the 22nd ult. and your wire of the 12th inst. regarding F-4 matters, I beg to advise that I have delayed asnwering your communication for the reason that I was awaiting a reply from Price Waterhouse Company, New York accountants, relative to the above Company's federal tax statements, a copy of which letter and their proposed draft of letter to the Commissioner of Internal Revenue I enclose herewith for your information. I am sure you will readily appreciate the fact that our hands have been somewhat tied, owing to the tax situation and that it would be very improper for the officers of the F4 to declare any dividends until this matter was settled and passed upon by the Government authorities.

Personally I am extremely anxious to close this matter for the benefit of the stockholders and will do so as speedily as the tax situation will permit, and I trust that you and the other investors will fully understand our position in this matter.

Further answering your communication of the 22nd ult. and supplementing my wire of this date, beg to advise that the statement of the F-4 Corporation which I rendered you that the item described as "interest on certificate of deposit" for the amount of $8,605.26 should read interest on certificates of indebtedness which represents the interest which was paid to the investors on their respective certificates up to the date of their redemption. I regret the error in the description of this item and frankly confess that it escaped me when I forwarded the same to you.

I also wish to report that the latest statement from the Famous-Players-Lasky Corporation, under date of May 17th, shows that the picture has played to a total gross of $164,446, and I further advise that pursuant to the Famous Players' contract as soon as the gross receipts

from sales, rentals, exhibition or other disposition of the picture has reached the gross sum of $210,000. the Famous Players Company will pay to the F-4 Thirty (30%) percent of all gross receipts received by it from the handling of the picture in excess of said $210,000., so you see the Company has a contingent interest in the earnings of the picture above the aforesaid amount.

For your further information, beg to advise that the Corporation is running at a nominal expense. This year there will be no salaries paid to any of its officers except that a small sum may be paid for accountants' services, not including the amount which we will have to pay Price-Waterhouse Company for their report, which I believe to be essential under the circumstances regarding the income tax matters. The only other expenses of the Company are the New York State tax and the fees for maintaining the statutory offices. The amount of profits as previously stated, less those payments for the estimated income tax are on deposit in the Central Trust Company and drawing interest at either three (3%) or Two and one-half (2½%) percent.

In closing I want to again assure you of my earnest endeavors to close this matter satisfactorily to you or if for no other reason than in appreciation of your and their confidence in me.

With kindest regards and best wishes, I remain

Very truly yours,

(Signed) ALBERT H.T. BANZHAF

AHTB/GD

June 14, 1919.

Mr. T. L. Tally,
Los Angeles, Calif.

Dear Mr. Tally:

On March 20th we called on you for payment of the first picture Mr. Griffith is to produce for the First National Exhibitors in accordance with his contract with you. It was later decided that he was to produce another picture for the Artcraft and our request for money from you was therefore cancelled.

We are now finishing the last Artcraft picture and would appreciate if you will be prepared to pay us the first installment of the contract amounting to $92,500.00 on Saturday, July 13th.

Yours very truly,

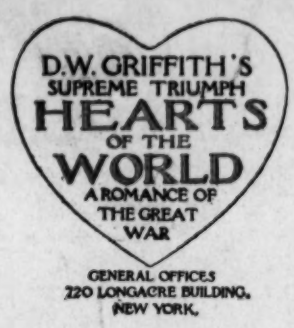
D. W. GRIFFITH STUDIO

By_____
MANAGER

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE



Rwg.

June 14 1919.

Dear Mr. Banzhaf:-

Enclosed please find bill of Dr. T. D. Finck about which I spoke to you yesterday over the 'phone, also letter which explains itself. If you will please give this your early attention, I will greatly appreciate it.

Yours,

Albert L. Grey

G/W

D. W. Griffith, 4500 Sunset Boulevard, Los Angeles, Calif. Title of motion-picture photoplay: True Heart Susie. Story by Marian Fremont. Direction and photoplay by D. W. Griffith, of the United States. Griffith's Short Story Series. In 6 Reels. Reels 1-6.

Date of publication June 4, 1919. Copies received each June 11, 1919.
Description received June 11, 1919. Entry: Class L/XXc., No. 13818.

[SEAL]

Thorvald Solberg
Register of Copyrights

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

June 14, 1919.

D. W. Griffith Studios,

4500 Sunset Boulevard,

Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for TURE HEART SUSIE.

Very truly yours,

Fulton Brylawski

FB/DEC
1 Encl

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

X

June 14th 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:

I am enclosing herewith copy of letter under date of June 13th which I sent to Mr. Hinds, together with copy of letter from Price-Waterhouse Co., also copy of their proposed letter to Daniel C. Roper and copy of our letter of March 2nd to Mr. Roper, all regarding the tax matters of the F-4 Corporation.

From a perusal of these letters you will readily understand why the dividends have not been declared on the F-4. It would be a grave mistake for the Company to declare a dividend at present owing to the peculiar situation of the tax matter of this Company and it may be some time before this can be settled. The stockholders will therefore have to be extremely patient until this matter is finally adjusted with the tax authorities. This happens to be an exceptional case and on account of the newness of the income tax act we have been unable to thus far find a precedent or a case similar to ours, and for that reason I have consulted Price-Waterhouse regarding the tax matters so that our procedure in the matter may be above criticism.

The stockholders need not worry about the final payment of their dividends for the reason that the balance of the Company's funds are on deposit in the Central Trust Company and are drawing a small rate of interest. It is only a question of time. Of course the investors have received their investment back plus six (6%) percent interest from the time of their investment to the time of the redemption of the certificates. They have no possible cause for complaint except that which may be in every individual's mind regarding taxes, as this is the only matter which is holding us up. I wrote Hinds the day after I received a full report from Price Waterhouse and could not have given him a satisfactory report until I had received their communication.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/GD
Encs.

GLOBE TICKET COMPANY

NEW YORK OFFICE
160 W. 14TH STREET

112-114 NORTH TWELFTH STREET
PHILADELPHIA, PA.

CAPITAL $1,000,000
CABLE ADDRESS
"GLOBETIKET"

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

6/16/19.

Broken Blossoms,
c/o Geo. M. Cohans Theatre,
Broadway & 43rd St.,
New York City, N. Y.

Gentlemen:-

We are enclosing bill covering balance due of $17.94 on the 6 weeks coupon tickets for weeks ending May 18th, 25th, June 1st, 8th, 15th and 22nd. As you know this order of 6 weeks coupon tickets was originally billed at $12.81 per week or $76.86 for the 6 weeks tickets and which you paid on May 20th. However, in closing up our books for the month of May, we discovered a discrepancy of $17.94 and found upon investigation that your original bill was erroneously billed at the rate of $12.81 per week instead of $15.80. Therefore you will note we have made out a new bill for the full amount and giving you credit for the amount paid $77.91 and leaving the balance due of $17.94 and will you kindly favor us with check for this balance at your earliest convenience so that we may get this difference adjusted on our books.

We regret very much this error on our part and trust it will not cause you any inconvenience.

Thanking you for past favors, we are

Yours truly,

GLOBE TICKET COMPANY.

W. S. Hoch

Asst. Treas.

GLOBE
"SCINTILLATING WITH SERVICE"

June 16th 1919.

Mr. F. Bert Finck, Executor,
200 East Gray Street,
Louis ville, Kentucky.

Dear Mr. Finck:

Mr. Grey has handed me your letter and the late Dr. Finck's statement for medical services rendered to Mrs. Griffith for the sum of $600. and has asked me to take care of the same. In reply thereto I enclose herewith my check for $600. drawn to your order as executor in full payment for medical services rendered to the late Mrs. Griffith of La Grange, Ky.

Regretting that this matter did not come to our attention before Mr. Finck's death, we remain

Very truly yours,

N.B. Kindly sign the within bill and return same to me.

AHTB/CD A.H.T.B.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 16, 1919

Mr. John P. Carter,
Collector of Internal Revenue.
Los Angeles, Calif.

Dear Sir:

I am submitting herewith corrected income tax return covering my income for the year 1918. This corrected report is submitted in order to inculde $5200.00 paid to me and deposited in a New York bank to my credit by the Epoch Producing Corporation during 1918.

The fact that this money was deposited in New York by my attorney and the information was not at the disposal of the auditors who made up my report in March and April, caused this amount to be omitted.

I am therefore enclosing check in full settlement for what is due at this time.

Very truly yours,

DWG-W

D. W. GRIFFITH COLLECTION
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CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1919 JUN 17 AM 9 11
16 BROAD ST. N.Y.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1919 JUN 17 AM 8 43

RECEIVED AT

1919 JUN 17 AM 9 11
16 BROAD ST. N.Y.

A208KS17NITE

LOSANGELES CALIF JUNE 16

A H T BANZHAF

808

TWO RECTOR ST NEWYORK NY

PAID MR GRIFFITHS INCOME TAX TODAY AS PER THIRD PARAGRAPH YOUR LETTER JUNE FOURTH. NO PENALTY ASSESSED

E C BIDWELL.

Ans

HENRY HADLEY

224 W. 11th St
New York.

Mr. W. S. Griffith
4500 Sunset Blvd
Hollywood Calif

My dear Mr. Griffith:-

Having seen your magnificent photo-play - "Broken Blossoms", I am writing to assertain, if it is possible, and from whom, to secure the musical rights for an opera.

As Mr. Scotti has made such a success in "L'Oracolo," I have pictured him in the leading role. Having just left Mr. Scotti who discussed this matter with me with great enthusiasm (and seems most desirous that I should write this music,) I would very much appreciate it, if you would give me the desired information.

That you may know something of my work I might refer you to Miss Geraldine Farrar.

My new serious opera "Cleopatra's Night" is scheduled for its first performance at the Met. Opera House next Jan.

Thanking you for your kind consideration

I am. Yours faithfully
Henry Hadley.

June 17-19.

"COPY"

224 W. 11th St.,
New York.

Mr. W. S. Griffith,
4500 Sunset Blvd.,
Hollywood, Calif.

My dear Mr. Griffith:

Having seen your magnificent photo-play - "Broken Blossoms," I am writing to ascertain, if it is possible, and from whom, to secure the musical rights for an opera.

As Mr. Scotti has made such a success in "L'Oracolo," I have pictured him in the leading role. Having just left Mr. Scotti who discussed this matter with me with great enthusiasm (and seems most desirous that I should write this music,) I would very much appreciate it, if you would give me the desired information.

That you may know something of my work I might refer you to Miss Geraldine Farrar.

My new serious opera "Cleopatra's Night" is scheduled for its first performance at the Met. Opera House next January.

Thanking you for your kind consideration,

I am, Yours faithfully,

$igned - Henry Hadley.

June 17, 1919.

June 18, 1919.

Mr. Carl Sternlov,
San Fernando, Calif.

Dear Carl:

Last Friday I handed Mr. Griffith the report that I wrote about the ranch and today I asked him if he had read it yet and he said: "No" - he hadn't had time.

I called his attention to the fact that there were twelve acres ready to plant to something that you had originally intended to plant to citrus trees, but that he had since given instructions to plant no more citrus trees without saying something to him about it. I explained to him where the new twelve acres is located, that it was out of the half of the wind which eddied past the hill at the north end of the rock wall. I explained that this particular tract was subject to the same wind that the entire valley is subject to but that it was away from the gusts swirling away from the hill. This seemed to interest him and he said that if you recommended citrus trees, to go ahead and plant them.

I think, under the circumstances, that it will be well for you to come in and try to have a talk with him. Possibly by the time you get here he will have read the letter and will be in a receptive mood for ranch improvements.

Yours very sincerely,

ECB/BB

June 18, 1919

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

Mr. Griffith thinks it advisable to prepare a special book on "Broken Blossoms" to be circulated among the exhibitors. Not a souvenier book, but one of special appeal in appearance and contents.

The purpose is to make emphatic to the exhibitor the tremendous force this picture has had in lifting motion pictures to a foremost position as entertainment in this country. He thinks there should be in it the material from the Literary Digest, Charles Hanson Towne's letter, reference to Parker of Boston, and his work; Amy Leslie's article, comment on the Three Dollar pictures - preferably quoted from some clipping, the quotation of a little two line item in the Trade Review wherein Mr Griffith is referred to as the one producer and the wish that there could be more producers in the business -- this is not so important but perhaps useful if available -- the reference in Charlie Collins article about the effect on the dramatic critics and the first paragraph of a second article by Genevieve Harris in the Chicago Post June Seventh in which she says that Mr. Griffith during his lifetime has already become a legendary figure a dramatic force and a revered name rather than a personality.

What do you think of the idea?

I think the book should be distinctive in make-up as of course Long would arrange for it and most carefully looked up typographically so that the points that we want to emphasize will be brought out emphatically and the exhibitors, just as little box stories in newspapers bring out the things on the page which the editors think are of special appeal.

The King thinks copies of this should be circulated among all exhibitors as while we appreciate how vast an amount of publicity has been given it, these people do not, as in the past, it should also be sent to the motion picture reviewers on the small town papers.

GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

M r. Grey
#2

It appears to me this is a chance for a remarkable book and I am sure Bob Long will immediately grasp its significance as it gives us opportunity to register the greatest triumph that has ever fallen to the lot of a producer in our day.

I am extremely enthusiastic over the possibility of future publicity as well as that we have received in the past because I think the comments that have been made are going to be cumulative and that the publicity we have received is only a starter to what can be done on "Broken Blossoms" -- not particularly on the play itself, but on the supremacy of Mr. Griffith and the ~~growing~~ coming of motion pictures as superior to stage productions.

Kindly convey my regards to your very lovely and beautiful wife.

Sincerely yours,

JL-W

O

[Property Matters]

xxxxxxxxxxxx

No. 2 Rector St.,
New York City.

June 18th 1919.

Creation Films,

Cliffside, N. J.

Dear Sirs:

In answer to your add in the Motion Picture News relative to a studio for rent at Cliffside, beg to advise that I have a client who is interested in the rental of a studio in the East and would kindly ask that you give me the full description of your studio, particularly describing the size of the stage, light equipment, whether the electric current is DC or AC, the laboratory capacity, whether or not the studio has a printing plant, when occupancy of the same may be had, duration of the proposed lease and the rental thereof.

Kindly give me this data and any other matters which you may deem of interest to my client.

Very truly yours,

P/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

June 18, 1919

Mr. E.C. Bidwell,
The D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Dear Mr. Bidwell:

On their report for May 17, 1919, Famous Players charged you as follows:--

BATTLING JANE

~~Special~~ Spanish Titling Cards ..... $ 16.12
837 ft. Positive Print Titles 35.57

BOOTS

Miscellaneous details which you will find on 2nd sheet of Statement.... $151.84

Please note that the above are all local charges, that is, they have been incurred at this end. I have looked over the vouchers for these amounts and find them to be correct and legitimate. Please file this letter with your report of May 17 as explanation for the above mentioned charges.

Hereafter any charges made at this end I will audit and send you a letter similar to this, which you can use as your vouchers for these charges.

Yours very truly,
"BROKEN BLOSSOMS"
Treasurer.

(COPY)

FAMOUS PLAYERS-LASKEY CORPORATION

LOS ANGELES, June 18,1919.

Clune Theatre Co.,
Clune's Broadway,
Los Angeles, Cal.

Gentlemen:

Due to various causes beyond our control we find it impossible to produce and release the total number of productions as was originally scheduled. This was primarily due to the influenza situation as many of our studios in the East and West were closed for several weeks during the epidemic last fall. Therefore, in conformity with paragraph seven (7) of your contract with Famous Players- Lasky Corporation we herewith serve ten (10) days notice of cancellation as provided in the contract, on the following productions, same to be effective immedeately after their showing productions as listed below;

M.Clark	Cancel with	#7--Girls-	released	June	15
J.Barrymore	" "	3--Test of Honor	"	Apr.	6
D.Dalton	" "	7--Other Mens Wives	"	June	15
E.Bennett	" "	7 Coals of Fire	"	Aug.	3
D.W.Griffith	" "	4--True Heart Susie	"	June	1
DeMille	" "	4--Admirable Crichton	"	Aug.	3
E. Ferguson	" "	7--The Branded Woman	"	Aug.	10

On special contract which calls eleven (11) pictures to be effective with the seventh (7) picture of the Success Series productions "WARRENS OF VIRGINIA" released in August

COMEDIES --2 Reels

Arbuckle---	cancel with	#5 -A Desert Hero,	released	in	June
Sennett	" "	23 (not titled)	last "	"	Aug.
Flagg	" "	13 " "	"	"	"

Short Subjects:

Released contracts on Bray and Burton Holmes pictures will automatically expire with the release in August. Pictorgraph will make forty eight releases instead of fifty two.

You have been advised relative to Cavalieri and Cruso contracts. The last pictures on these two series are not being released as they are not up to the high standard which we set out to attain.

Famous Players-Lasky Corporation

By S.V.G.Ballance

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD JUNE 19, 1919.

UNITED ARTISTS CORPORATION
SPECIAL MEETING OF DIRECTORS.

A special meeting of the Board of Directors of the United Artists Corporation was held in the office of the president on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y. on the 19th day of June, 1919, at 4:30 o'clock p. m.

Present: Mrs. Pickford and Messrs. Banshaf, Burkan O'Brien and Price.

The secretary stated that the meeting was called and held pursuant to waiver of notice of meeting signed by all the directors. Such waiver is as follows:

UNITED ARTISTS CORPORATION
Waiver of Notice of Special Meeting of Board of Directors.
- - - - - -

WE, the undersigned, being all of the directors of United Artists Corporation, do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United Artists Corporation.

We designate the 19th day of June, 1919, at 4:30 o'clock p. m. as the time, and the office of the President of the Corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y. as the place of said meeting; the purpose of said meeting being to discuss and transact such business as may be necessary with respect to the proposed contract with William S. Hart for the marketing and distributing of nine photoplays to be produced by him; also for the transaction of such other business as may be necessary or advisable.

DATED: June 19, 1919.

Oscar A. Price
Nathan Burkan
Albert H. T. Banshaf
Dennis F. O'Brien
Charlotte Pickford

D. W. GRIFFITH COLLECTION
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The minutes of the regular meeting held June 10th wer read, and on motion duly made and seconded, were unanimously approved.

The proposed contract with Mr. William S. Hart for the marketing and distributing of nine photoplays to be produced by him was thoroughly discussed. It was the conceneus of opinion that Messrs. Wm. G. McAdoo, O'Brien and Price should arrange for redrawing the contract and endeavor to conclude it on a more reasonable basis.

D. W. GRIFFITH COLLECTION
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United Artists

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

June 19, 1919.

Dear Mr. Banzhaf:

I enclose you herewith

1. Draft of agreement amending original artists' contracts with respect to the issuance of common stock.

2. Draft of escrow agreement as amended to meet the change in the original contract.

I hope you will be able to read over these papers before the meeting this afternoon so that they can be disposed of with the least possible delay. Please bring the enclosures with you.

Very truly yours,

Francis H. McAdoo

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Enc. (2)

FHM/P

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Property

June 19. 1919

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I am mailing you tonight plans for studio and to these plans we have added plans for "Platform room". Mr. Griffith thinks sets should be built outside of the studio proper so we are going to build sets on a platform in an adjoining room and move them into studio when completed. The plans provide for doors sliding upward between the "platform room" and the studio.

Very truly yours,

Hugh Wortman

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

OFFICE OF SECRETARY-TREASURER

June 19th, 1919.

Mr. Albert H. T. Banzhof,
2 Rector Street,
New York City.

Dear Mr. Banzhof:-

Enclosed please find our check for $1803.00 covering the insurance premium on the life of D. W. Griffith.

Yours very truly,

FIRST NATIONAL EXHIBITORS' CIRCUIT,

S-oc

Secretary-Treasurer.

Brother Jonathan Bond

June 20th 1919.

The Travelers Insurance Company,

Hartford, Connecticut. Office of Superintendent.

Re: #361365 DAVID WARK GRIFFITH.

Gentlemen:

In reply to your favor of April 24th last, beg to re-enclose herewith assignment of the above-entitled policy of the F-4 Corporation to the First National Exhibitors Circuit, Inc., a New York Corporation located at #6 West 48th Street, New York City, duplicate copy of which has been duly attached to the policy. The policy has been delivered to the above-named assignee.

I also enclose herewith check to your order for $1,803. in payment of the premium due for the year 1919 drawn by the First National Exhibitors Circuit, Inc., together with duplicate notice of said amount due.

Will you kindly sign the within receipt and return to me for delivery to the First National Exhibitors Circuit, Inc. If there is any further data your Company desires in the matter in order to complete the record of assignment I will be glad to furnish the same.

Very truly yours,

AHTB/GD
Enclosures.
(Duplicate assignment)
Check #2110.
Duplicate bill.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 20th 1919.

Mr. William Schwalbe, Secretary & Treasurer,
First National Exhibitors Circuit, Inc.,
#6 West 48th Street,
New York City.

Dear Mr. Schwalbe:

Beg to acknowledge receipt of your favor of the 19th inst. enclosing check to the order of the Travelers Insurance Company for the sum of $1,803. annual premium on Mr. Griffith's life on Policy #361365 for $150,000., which policy has been duly assigned by the F-4 Corporation, the former beneficiary, to your Company, First National Exhibitors Circuit, Inc.

I also enclose for your information and records, copy of letter which I have this day forwarded to the Travelers Insurance Company at Hartford, Conn. This policy has been assigned to your Company pending the delivery of the three pictures which Mr. Griffith is under contract to your Company. Upon the delivery of the last picture this policy is to be re-assigned by your Company to Mr. Griffith or his nominee. If at the time of such re-assignment, the premium which you have paid for the ensuing premium year, which commenced June 6th 1919, has not been completely earned, the unearned balance thereof will be refunded to your Company at the time of such assignment, and should the delivery of the third picture be made subsequent to June 6th 1920 your Company in order to protect itself may continue to hold the policy and pay the premium for such a proportionate time for the premium year commencing June 6th 1920 to the date of the actual delivery of the third picture, when re-assignment will be made by your Company upon the same terms as aforesaid.

I also enclose herewith original policy #361365 on the life of Mr. Griffith above described, together with the assignments of Mr. Griffith to the F-4 Corporation and the assignment from the F-4 Corporation to your Company thereto attached. These assignments must be kept intact and should not be detached from the policy so that all records of the assignment may be complete and in keeping with the rules of the Travelers Insurance Company.

Will you kindly acknowledge receipt of the within policy, together with the assignments aforesaid.

Upon receipt of the receipted bill from the Travelers Insurance Company for the premium above-mentioned I will forward the same to your Company.

Any further information you desire in this matter I will be pleased to furnish the same.

Very truly yours,

AHTB/GD
Enclosures.

(Letter to Travelers (copy)
Policy with assignments
attached.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

June 20. 1919

Mr. E. C. Bidwell,
The D.W.Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Re foreign Prints

Dear Mr. Bidwell:

You will receive in due time a credit for the difference for the 5% on the value of the foreign prints of LOVE.

F.P.L. here do not get any information on what is foreign and domestic prints; therefore this matter must be handled differently and I have arranged with them the following procedure:--

When rendering bills to the F.P.L. in Los Angeles for prints of the "D" series you must in each and every case specify on your bill which are foreign and which domestic. This information will in turn be telegraphed to F.P.L. in New York and they will put the charge through.

When making your cash report for moneys received for these prints from the F.P.L., you must in each and every case state on your weekly cash reports which is foreign and which domestic. In this way, I can very easily check whether the F.P.L. have charged you with the correct percentage when ~~your~~ their statement comes before me.

This is a very simple procedure, and if carried out strictly by you will eliminate any dangerous condition which might cost us a lot of money.

I request that you send me a statement as soon as possible of the value and the number of foreign prints which you have billed to the F.P.L. on the "D" series. I will, on receiving this from you, go over F.P.L.'s statements and will make whatever adjustments are required.

You will notice, Mr. Bidwell, that I have written two long letters both dealing with the questions which cost us money, and which could have been avoided if your information rendered to me on the cash statements were such as to enable me to check the statements without any correspondence whatever. There is no other way out of this. I am requested to check the statements and I am doing so, and unless you hear from me to the contrary, the amounts charged by F.P.L. are correct, but only if your cash receipt information is correct. If you send me detailed and correct information, you do not have to pay the slightest attention to these statements, as you could not make any adjustments with F.P.L. even if you did check the statements properly. It is hard enough for me to do this personally. Before sending me your cash statements, wont you please look over them carefully: you know now what I require, and if you will see that I get this, everything else will be easy.

Best regards,

Yours very truly,

A L Grey

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

June 20, 1919

Mr. E. C. Bidwell,
The D.W.Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California

Dear Mr. Bidwell:

Replying to your letter of the 14th, regarding GREATEST THING IN LIFE, please note that the official release of this picture was date of January 4,1919. Of course it was released before this date in some towns outside of New York, which they call "pre-release" dates, and are noted on F.P.L.statements as "P.R." This matter, however, is not of great importance, as you are getting your earnings from this picture every week. If you will refer to Report of May 24, you will note that it is the 21st week since the official ~~week~~ release date; on the 26th week you will receive whatever balance is due on the guarantee. Mr. Banzhof has asked me not to rush F.P.L. on this question of guarantees, but just to see that it is paid within a reasonable time. You may always know from your statement when guarantees are due: for instance, Your report May 24 - ROMANCE OF HAPPY VALLEY is in its 17th official release week, and guarantees are paid in the 26th week.

I have received from you a letter in which you give me details and certain payments received from F.P.L., which will appear on your Cash Report of June 14, (#83).

Just why you sent this is not quite clear to me, as so far I am in possession of your Cash Report for week ending May 24 only. I presume you failed to give details on your Report #83, and the details given in your letter are supposed to cover same.

Regarding your request that F.P.L. give you more information. I find this to be quite impossible for this reason -- F.P.L. in Los Angeles wire to F.P.L. here, for instance, as follows-- "Charge LOVE ..... Charge ROMANCE..... Charge JANE..... The particulars of these amounts dont come from the Coast until quite a while afterwards, or until the Coast renders its monthly financial statement, which is always from four to six weeks late. F.P.L. charge your account, however, on the basis of these telegraphic advices. This is all O.K. and quite satisfactory, because when your cash reports come in I check the amounts ~~charged~~ shown thereon against the charges on the F.P.L. statement at 65% on the "D" series, and full amount on the "C" series, and when they dont agree, I go over to F.P.L. and make an adjustment.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

I have got this matter in good shape and there is no need for you to bother about it, if you will only make your cash reports as detailed as possible. If you will do this, there will be no possible chance for errors to creep in on the statement. You must advise me promptly of such details, for instance, as the 23 prints of GREAT LOVE which F.P.L report week of March 29, and where they have charged you with 65% on them, where they should only have charged 65% on 8 prints, and 60% on 15 prints. I had no possible means of knowing this, and it is up to you to ~~charge~~ show these things and keep me fully informed. I will go to F.P.L. and have a credit put through for this, and will advise you later. (See special letter re foreign ~~exchanges~~) expenses

As it stands, the way we are checking statements is quite satisfactory and correct. Details they can not furnish you with, but I get these from your cash reports provided you give me correct details, especially such items as the above 15 prints to England. If your cash report had shown 15 prints to England, I would not have passed the charge they made as O.K. knowing that English expense is to be charged at the rate of 60%. You must evidently have checked these reports at your end having the details before you, and found the error. If your cash reports had shown these details in a way that I could distinguish English from American expense, I would have caught the error here some time ago. Please be guided by this.

You say in your letter that you believe I have plenty to do in attending to the matters of these statements. Please note that the work of attending to these statements is in direct proportion to the amount of detail which your cash statement shows and the promptness with which you send them. If I get proper details on your cash statement and get them promptly this matter is very easy. When your cash statement does not arrive, the work accumulates and in this way creates more work. For instance, such matters as the 15 prints. When such things are not adjusted promptly, it makes a lot of work digging into past records; but if I could catch them when they come before me, a telephone message will perhaps be all that it necessary to correct same, as I have the good will of that department of F.P.L. which handles these matters, and who are always eager to make any adjustment of the differences which I find.

Yours very truly,

D.W. Griffith

3-IT-5-8-19-160,000. (26-4624)

FILE WITH

STATE TAX DEPARTMENT

ALBANY, N. Y.

TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW FOR THE TAX YEAR BEGINNING NOVEMBER 1, 1919

THIS REPORT IS DUE JULY 1, 1919, or within thirty days after filing report with the United States Treasury Department

As Treas of the Barred w Griffith Corp. Company.

I make the following report of such company for the year ending Dec 31, 1918, pursuant to Article 9-A of the Tax Law. (Date inserted above must be the same as given in answer to (7) below.)

(1) Organized Dec 31, 1913, under the Laws of NY (2) Began business in New York Dec 31, 1913

(3) If not incorporated under laws of New York, has it been authorized to do business in New York State? —

(4) Authorized capital stock, $ 10,000.— (5) Issued capital stock, $ 1000 —
(If organized with shares without par value, insert the amount of paid-in capital.)

(6) Amount of average indebtedness for year, $

(7) ENTIRE NET INCOME FOR THE YEAR ENDING Dec 31, 1918, as shown by its report to UNITED STATES TREASURY DEPARTMENT, before any deduction for excess profit or normal income tax has been made None $

NOTE: The date used must be that of the last period ending on or before June 30, 1919, for which a report was made to the Federal government.

(8) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $ —

(9) If the amount reported above is inaccurate, state the amount claimed to be correct, $ —

(10) Nature of business and how transacted Owns right of motion picture negatives that are not financially productive at present.

(11) Place, street and number where such business is conducted # 2 Rector

(12) Where will mail reach the company 2 Rector or 1476 Broadway

(13) State the city or town, street number and state where this company *maintained* any store, warehouse, factory or other place of business outside the State of New York None

(14) Any corporation taxable hereunder may omit from this report the segregation of assets on this page *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

(Official title)

Orig mail June 20 1919

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

		NOT TO BE FILLED
(a) Average monthly value of bills and accounts receivable for personal property manufactured by it	$ None	
(b) Average monthly value of bills and accounts receivable for personal property sold by the corporation from merchandise owned by it at the time of acceptance of order but *not* manufactured by it	$ None	
(c) Average monthly value of bills and accounts receivable for services performed, based on orders received at offices maintained by the corporation, excluding bills and accounts receivable on orders filled from a stock of merchandise or other property maintained by the corporation	$ None	
‡Average monthly value of all its real property wherever located (actual value)	$	
‡Average monthly value of all its tangible personal property wherever located (actual value)	$ 600 —	
Total	$ 600 —	$
§Average total *actual* value of shares of stocks of other corporations owned by this corporation	$ None	$

ASSETS SEGREGATED TO NEW YORK STATE ONLY

		NOT TO BE FILLED
(a) Average monthly value of bills and accounts receivable for personal property manufactured by it within this state	$ None	
(b) Average monthly value of bills and accounts receivable for personal property sold by it from merchandise owned by it and located in this state at the time of acceptance of the order, but not manufactured by it within this state	$ None	
(c) Average monthly value of bills and accounts receivable for services performed, based on orders received at offices maintained by the corporation within this state, excluding bills and accounts receivable arising from sales made from a stock of merchandise or other property at a place of business maintained by the corporations within this state	$ None	
‡Average monthly value of its real property within this State as detailed in this report (actual value)	$ None	
‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$ 600 —	
Total	$ 600 —	$
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$ None	$

‡ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.

NOTE. — If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States.

CRU PATENTS CORP
ALBERT H T BANZHAF
2 RECTOR ST
NEW YORK CITY

FORM 3 IT

PENALTY NOTICE

Any corporation which fails to make any report required by this article shall be liable to a penalty of not more than five thousand dollars to be paid to the State to be collected in a civil action, at the instance of the Commission; and any officer of any such corporation who makes a fraudulent return or statement with intent to defeat or evade the payment of the taxes prescribed by this article shall be liable to a penalty of not more than one thousand dollars, to be recovered by the State. (Tax Law, § 216.)

STATE TAX COMMISSION,

INSTRUCTION

If the company has no real or tangible personal property in this State it should give the name of the city, town, or incorporated village where its principal financial concerns are transacted within the State in panel 1 at the right and the word " none " should be entered in panel 2.

If the company's entire real and tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel 3.

Name of city, town or incorporated village

1	2

City or Town	3
New York	
New York County.	

If the company has real or tangible personal property in an incorporated village (or villages) in this State the name of such village and the town and county where such village is located must be entered below, together with the value of such property.

Incorporated village of	In the town of	County of	Personal	Real
			$	$

(If more space is needed add a paster)

The values of real and tangible personal property in villages must be distributed to the proper TOWNS in the table below. Do not confuse the political subdivisions " incorporated village " and " town." Names of hamlets or postoffices other than incorporated villages are *not* wanted.

Schedule of Real and *Tangible* Personal Property in New York State by Cities and Towns	Personal, actual value	Real estate, actual value	Real estate, assessed value
City of ..... County of ..... Street address	$	$	$
City of ..... County of ..... Street address	$	$	$
City of ..... County of ..... Street address	$	$	$
City of ..... County of ..... Street address	$	$	$
City of ..... County of ..... Street address	$	$	$
City of ..... County of ..... Street address	$	$	$
Town of ..... County of	$	$	$
Town of ..... County of			
Town of ..... County of			
Town of ..... County of			
Town of ..... County of			
Town of ..... County of			

(If more space is needed add a paster)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
COUNTY OF ..... } ss.:

On this ..... day of ..... A. D. 191....., personally appeared before me, a Notary Public in and for the County of ....., of the above named company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

.....

.....
(Official title)

Sworn to before me the day and year aforesaid.

.....
Notary Public

D. W. GRIFFITH'S
SOUL-STIRRING SPECTACLE
HEARTS OF THE WORLD

W. E. BURLOCK,
Managing Director for Europe.

Offices: 73 SAVOY HOTEL.
Telephone: Gerrard 4343.

LONDON, June 20 191

A.L.Gray Esq.

Gen.Mgr.

Hearts of the World

720 Longacre Building

N.Y.

Dear Gray;

The W.O.C.C. have made an offer to sell out their interest in "Hearts of the World" to Mr Griffith for £ 2000.0.0. dating from last week but I told them that I could not reccomend Mr Griffith to buy it at more than £ 1000.0.0.

I really think that it is worth the figure they are asking for even if it does not realize that sum, as their proportion, in the next six months it is certain I feel sure to do so in a year and I feel that its value in the future is very great .

Will you please take this matter up with Mr Griffith and advise me by cable as the W.O.C.C. are very anxious to have his decision. I hope that there will be about £ 5500.0.0. to divide between the W.O.C.C. and Mr Griffith as the result of the second six months business.

I am hoping very much that Mr Griffith will wish me to continue here in his interests when the "Big Four" operations begin and shall be very grateful for anything you may do toward that end. Hoping you are very well I am,

Yours faithfully W E Burlock

Form 12-5M-1-19

CENTRAL UNION TRUST COMPANY OF NEW YORK
FORTY SECOND STREET BRANCH
42ND STREET & MADISON AVENUE

June 20 –

Mr. Albert H. J. Banzhof

We beg to acknowledge receipt of your favor with enclosures.

	LESS EXCHANGE	AMOUNT
We credit ~~your~~ the account this day:–		462525
of Darrow Biffert		

Yours very truly,

H. C. HOLT, Assistant Secretary

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

June 21
1919

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two hundred and Fifty Dollars- ($250) - covering your share, or 5% of a five percent disbursement ($5000) on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

per Feinberstein

HB
Encl.

Deposited
7/1/19

PHONE COLUMBUS 7000

New York American

AMERICAN CIRCLE BUILDING
1834 BROADWAY

THEATRICAL AND MOTION PICTURE
DEPARTMENT
LEON REDLICK

June 21, 1919.

Mr/ D. W. Griffith,
Griffith Productions,

Dear Mr. Griffith,

I have your very kind letter of May 30th, in thanks for my review of "Broken Blossoms". Honestly, I don't know of anything nicer in the way of my humble work, that has dropped my way this year. (Your letter, I mean – not my review!)

If my attempt at appreciation of your accomplishment really gave you an emotion of pleasure--gee, I feel like a matinee girl blessed with a sight of the "leadin' man"!

All winter whenever it has been my privlege to write of your pictures I have sat down at my funny hack machine with a fearful sense of the lack in my Norwegian head! I am almost afraid to write about your screen attainments.

Mr. Griffith, you, above all others in the picture world, have brought to me, a small-town gal, dear, deep memories of my blessed home and kin. And we know, don't we, that city-folks, who rather pity us some times, haven't a thing in their sophisticated jazz of a childhood that we would trade for what is stored up in us? You may have been born in a city, but you sure have stopped and taken kin of village folks.

May I extend to you my brightest wishes for the success of United Artists Corporation? It cannot help but be of moment. I have written Mr. Abrams today, and if Fortune happens to wink my way, I may become enrolled on the pay-roll.

PHONE COLUMBUS 7000

New York American

AMERICAN CIRCLE BUILDING
1834 BROADWAY

THEATRICAL AND MOTION PICTURE
DEPARTMENT
LEON REDLICK

Please forgive the vagary of this machine. It has seen long service, wears several wound-stripes, and should have been pensioned long ago.

Again, thanks--and here's hoping I may have the pleasure of meeting you and your pictures frequently.

Cordially yours,

Grace Wyndon-Vail,

Motion Picture Dept.

1834 Broadway,

New York City.

FINANCIAL STATEMENT SHOWING

COST AND PICTURE EARNINGS

C - SERIES. as of June 21, 1919.

It must be bornein mind that in the "C Series there are no release charges chargeable to the picture, as there is no special price stipulated in the contract for releases. Therefore the Laboratory furnished these release prints at the regular rate and received the credit for same.

C - 1.

	Expenditures	Receipts.
Famous Players Lasky Corp. Advances - - - - -		22500.00
Revenue Earned - - - - - - - - - - - - - - - -		10908.47
Cost of Production - - - - - - - - - - - - - - -	24401.11	
Surplus Revenue "Due D.W.G." - - - - - - - - - -	9007.36	
	33408.47	33408.47

C - 2

Famous Players Lasky Corp. Advances - - - - -		22500.00
Revenue Earned - - - - - - - - - - - - - - - -		2332.87
Cost of Production - - - - - - - - - - - - - - -	31847.27	
Deficit to date - - - - - - - - - - - - - - - -		7014.40
	31847.27	31847.27

C - 3.

Famous Players Lasky Corp. Advances - - - - -		22500.00
Cost of Production - - - - - - - - - - - - - - -	29038.31	
Deficit -		6538.31
	29038.31	29038.31

C - 4.

Famous Players Lasky Corp. Advances - - - - -		22500.00
Cost of Production - - - - - - - - - - - - - - -	38546.79	
Deficit -		16046.79
	38546.79	38546.79

C - 5.

Famous Players Lasky Corp. Advances - - - - -		22500.00
Cost of Production - - - - - - - - - - - - - - -	30175.80	
Deficit -		7675.80
	30175.80	30175.80

C - 6.

Famous Players Lasky Corp. Advances. --- - - -		22500.00
Cost of Production - - - - - - - - - - - - - - -	37053.35	
Deficit -		14553.35
	37053.35	37053.35

C - 7.

Famous Players Lasky Corp. Advances - - - - -		10500.00
Amount due on Advances - - - - - - - - - - - - -		12000.00
Cost of Production - - - - - - - - - - - - - - -	32413.85	
Deficit to date - - - - - - - - - - - - - - - -		9913.85
	32413.85	32413.85

June 21, 1919.

FINANCIAL STATEMENT SHOWING

COST AND PICTURE EARNINGS

D - SERIES.

D - 1 THE GREAT LOVE.

Receipts.

Famous Players Lasky Corp. Advances - - - - - -		120000.00
Release Prints - - - - - - - - - - - - - - - -		17500.00
Balance received on guarantee - - - - - - - - -		37500.00

Expenditures

Cost of Production- - - - - - - - - - - - - - - -	139297.46	
" " Release Prints - - - - - - - - - - - - - -	23648.10	
Total cost of Picture - - - - - - - - - - - - -	162945.56	
Surplus Revenue Due D.W.G. - - - - - - - - - -	12054.44	
	175000.00	175000.00

D - 2 ROMANCE OF HAPPY VALLEY

Receipts.

Famous Players Lasky Corp. Advances - - - - -		96000.00
Release Prints - - - - - - - - - - - - - - - -		17500.00
Balance of Contract Unpaid - - - - - - - - - -		61500.00

Expenditures.

Cost of Production - - - - - - - - - - - - - - - -	117500.11	
" " Release Prints - - - - - - - - - - - - - - -	21911.17	
Revenue to come when earned - - - - - - - - - -	35588.72	
	175000.00	175000.00

D - 3 GREATEST THING IN LIFE.

Famous Players Lasky Corp. Advances - - - - - -		96000.00
Release Prints - - - - - - - - - - - - - - - -		17500.00
Received on Guarantee - - - - - - - - - - - - -		4405.37
Balance to come when earned - - - - - - - - - -		57094.63
Cost of Production - - - - - - - - - - - - - - - -	94002.14	
" " Release Print - - - - - - - - - - - - - - -	23199.59	
Total cost of pictures - - - - - - - - - - - - -	117201.73	
Surplus Revenue due D. W. G. - - - - - - - - - -	703.64	
Revenue to come when earned - - - - - - - - - -	57094.63	
	175000.00	175000.00

D - 4 BROKEN BLOSSOMS

Receipts

Famous Players Lasky Corp. Advances - - - - - -		96000.00
Cost of Production - - - - - - - - - - - - - - - -	91856.30	

D - 5 THE GIRL WHO STAYED AT HOME.

Famous Players Lasky Corp. Advances - - - - - -		96000.00
Release Prints - - - - - - - - - - - - - - - -		17500.00
Total Receipts - - - - - - - - - - - - - - - -		113500.00
Cost of Production - - - - - - - - - - - - - - - -	104807.56	
" " Release Prints - - - - - - - - - - - - - - -	22461.52	
Total Cost of Picture - - - - - - - - - - - - - -	127269.08	

D - 6 TRUE HEART SUSIE.

Famous Players Lasky Corp. Advances - - - - - -		96000.00
Release Prints - - - - - - - - - - - - - - - - -		17500.00
Total Receipts - - - - - - - - - - - - - - - - -		113500.00
Cost of Production - - - - - - - - - - - - - - -	108699.12	
" " Release Prints - - - - - - - - - - - - - -	17184.93	
Total Cost of Picture - - - - - - - - - - - - -	125884.05	

D - 7

Famous Players Lasky Corp. Advances - - - - -		96000.00
Cost of Production - - - - - - - - - - - - - - -	80659.03	

Miscellaneous

Accounts Payable - - - - -6-14-19 - - - - - - -	15831.24
Cash on hand 6-21-19. - - - - - - - - - - - - -	54220.55

JUDGE'S CHAMBERS
Juvenile Court
DENVER, COLO.
BEN B. LINDSEY, JUDGE

June,
Twenty-first,
1919

Russwel

Mr. David Wark Griffith,
c/o George M. Cohan & Neale
New York City, N.Y. w Hollywood Calif

Dear Mr. Griffith:-

I think perhaps the greatest thing you have ever done, among all the fine things you have done, is "Intolerance." One of the things I like about Intolerance, is the touch you gave to the mother and the law. I heard recently that you intended to enlarge upon that theme.

I was on leave of absence from my Juvenile Court here for about a year in France and England. In England I spoke for the Mother's Pension and also the Maternity Bill. Mr. Henry Neal, who at one time was the Justice of Peace over Chicago and who promoted the first Mother's Pension Bill in Illinois — and who is a friend of mine, told me he found you very sympathic with these problems.

There are so many things of fine dramatic appeal and interest, not only about this theme but others, that my wife and I have for a long time, wished to meet you and discuss them with you. Perhaps some day we may have this privilege. I wonder if you would ever have time or patience to read our story, "The Beast and the Jungle."? In any event, one of the hardest fights we have had, was to get the first Mother's Compensation Law, and now, in the last Legislature, the first Maternity Bill that has been passed so far in this country.

You have no conception what obstacles we encountered in the business world, society and even the church. I feel that it is due to a lack of education of "tolerance" and understanding. In fact, to a total lack of a christain spirit, charity, sympathy, or of kindliness. There are any number of actual cases in my own experience, of the most outrageous injustices that I have ever heard of, - that is between mother and child. My blood has simply boiled over cases right here in this state, where children have been taken away from mothers for the most trivial reasons and in some cases the mother actually had no hearing in court that was worthy of the name and in some cases where she never was in court or even ever understood the proceedings and when afterwards she sought to be heard before a judge and a jury, she was denied that right. In one of these cases, I was so indignant that I got off the bench and became attorney for the woman, arguing the case myself in the Supreme Court, only to have them hold that the mother

actually had no right to be heard by a Judge and a jury in a controversy over the custody of her own child.

I have introduced bills in the legislature to remedy these defects, only to have prominent society and church people and even a "humane" societies bitterly oppose the legislation. The biggest enemy the children of this state have had, has been the alleged "Humane" society. I have tried to show it up time and time again, only to be balked by big business and social influences ~~who~~ that do a lot of palliative charity work for their own glorification, rather than that of the poor women and children who are often its victims.

I wish you could read an article of mine that was published in last May's Cosmopolitan magazine called "Horses Rights for Women", in which I tried to show what is actually a fact, that in this blessed Republic of ours, thousands of women do not have the rights of cattle and certainly they haven't one-tenth the consideration that horses have when it comes to maternity and child-birth.

I know that like the regular theaters, we cannot preach and cannot do propoganda unless it is in the form of an intensive dramatic story and without suspicions of either of the former, but since millions have been made in the movies out of mere entertainment, slap-stick, knock-down and dragged-out nonsense and plays that have neither rhyme, reason or sense in them and above all, make no pretense of promoting tolerance or justice, I feel, in view of ~~our~~ tremendous appreciation of the unlimited possibililities of the "movies", that you can become one of the world's greatest benefactors - and that to, from the standpoint of paying business - if you could, in these days of reconstruction and struggle for the democracy that our boys have so bravely fought for and our women so equally suffered for, do more work along the line of the woman and the law.

If I could ever meet you I could give you incidents, facts, real heart thrilling, throbbing stories of injustice to women, that would simply make your blood boil with indignation and a desire to right the hideous wrongs all about us.

I just recall seeing a little girl in the movies recently doing good work - fine child - whom several years ago in my court the "society ladies" wanted to take away from her poor mother because the kitchen was dirty and a bottle of beer was found in the house. But this is practically nothing compared to others that I might mention.

I am strong for the good work of children's courts, but one of the most dangerous innovations of our time, is to place too much power in the hands of ignorant officers who are acting generally for a lot of big society people who know of no standard except that which riches have enabled them to judge themselves by. How ridiculous

it is (for anyone who knows) to say that in this country there is not one law for the rich and another for the poor. Why, my dear man, there would be murders, wars and revolutions if the law dared to do to against the rich, what it is so constantly does against the poor.

Do you ever come through Denver on your way to and from California? If you do, won't you let us know so that we may see you? I get to New York for a few days about twice a year and once in a while to Los Angeles. Would it be convenient for us to see you at such times?

If you think you would have time to look over it, I would be glad to send you a copy of "The Beast and the Jungle." At the time it ran in Everybody's magazine for about a year, (a few years before the war), I had all sorts of offers from theatrical managers who wanted to do it in a play, but because of my political fights and the number of libel suits and conflicts between certain "interests" here, I determined at the time not to permit it to be used and I don't know that I ever would. However, it occured to me that it might contain some experiences that might be interesting in some other fiction stories. My wife has written one or two plays, but not beyond a production in a local stock company and the promise of Mr. Moscow to produce another and we are both very much interested in the possibilities of educating the people through thrilling, interesting and powerful drama that points a moral and a lesson and helps to make the world not only safe for democracy but democracy safe for the world and this planet a better place to live in.

I do not know your address so I am sending this to a possible address in New York and another in Los Angeles with the hope that it will reach you and that we may have the pleasure of sometime at your convenience, of hearing from you.

Sincerely,

Ben B. Lindsey
Judge Juvenile Court of Denver for 30 years.

K

Form 1220

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

A23GSJH D209CPD H 258NL

HOLLYWOOD CALIF JUNE 23 1919

1180

A H T BANZHAF

2 RECTOR ST NEWYORKCITY

AFTER DUE CONSIDERATION OF IMPORTANCE MY BEING IN THE EAST ON VARIOUS MATTERS THINK ORIENTAL POINT WOULD MAKE BEST PROPOSITION FOR STUDIO STOP MR MCADOO RECOMMENDED MR DAY REAL ESTATE MAN IN NEWYORK WHO COULD GIVE ADVICE FREE OF CHARGE IF YOU MENTION MCADOOS NAME CONSULT WITH DAY CONCERNING THIS ALSO GO OVER CAREFULLY RENTAL PLAN OUTLINED STOP GET QUICK ACTION AS SIGNING OF PEACE TERMS WILL CERTAINLY RAISE PROPERTY VALUES WOULD PAY THREE HUNDRED THOUSAND BUT THINK COULD BE BOUGHT CHEAPER STOP HUCK CLAIMS COULD HAVE PLACE READY FOR WORK IN FOUR OR FIVE WEEKS AS THERE ARE NO RESTRICTIONS ON THIS PROPERTY OF COURSE PLANS SUBMITTED WILL BE USELESS FOR ORIENTAL PROPERTY OTHER PLANS WILL BE SENT YOU IN FEW DAYS STOP SO MANY THINGS ARE OCCURRING IN PICTURE BUSINESS THAT I SHOULD BE IN NEWYORK AS SOON AS POSSIBLE THIS MATTER MORE IMPORTANT THAN PRODUCING PICTURES OPPORTUNITIES WHICH WILL NOT OCCUR AGAIN IN BIG WAY GIVE ALL TIME TO THIS WANT REPLY WITHIN NEXT TWO DAYS STOP SEE THAT FAMOUR PLAYERS PEOPLE HAVE CANCELLED THE CONTRACTS WITH EXHIBITORS CLUNE AND OTHERS IN WEST FOR MY LAST ARTCRAFT AND OTHERS ARTCRAFT RELEASES SO SUPPOSE THEY ARE GOING ON THEIR NEW PLAN YOUR HAD BETTER INVESTIGATE THIS AT LEAST TELL ZUKOR MY LIST PICTURE IS A BIG DRAMA WITH LOTS OF COMEDY REAL SCENERY AND BIG ACTION SURE FIRE PICTURE

Form 1220

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

A23GSJHD209CPD H 258 NL SHEET TWO

FOR AN AUDIENCE AND MONEY GETTER INVESTIGATE AND SEE HOW THEY EXPECT TO RELEASE IT STOP WHAT WAS DONE ABOUT DAVIS STORY THE SIN THAT HAS HIS

D W GRIFFITH

1024A JUNE 24

Property matters

June 23rd 1919.

Mr. I.G. Wolff,
1270 Broadway,
New York City.

Dear Sir:

I have a client who may be interested in property you advertised at Great Neck. Will you kindly mail map and full particulars as advertised in the Brooklyn Daily Eagle of June 22nd. Please give location as to railway station and as to the distance from the shore.

Very truly yours,

AHTB/GD

MUSEUM OF MODERN ART FILM LIBRARY

June 23rd, 1919.

Mr. J. B. Ohrt,
485 Fifth Avenue,
New York City, N.Y.

My dear Mr. Ohrt:-

Mr. E. C. Bidwell of the Griffith Studio has called my attention to a misunderstanding that has arisen between Mr. Epping in New York and our office and from the wording of my wire I am inclined to think that this misunderstanding has arisen due to the fact that the wire was not as plain as it might be.

On January 11th I wired you that I had paid Mr. Griffith a check for $713.18 for two copies each of "Great Love" and "Battling Jane". If mywire had been worded in detail instead of brief as it was this would have read:

2 Copies "Great Love"	Buenes Aires, 5784 ft.Each total 11,568 ft. @ $.0375	$ 433.80
2 " "Battling Jane"	Copenhagen, 3725 ft. each Total 7,450 ft. @ .0375	279.38
	Total	$ 713.18

As I understand it there is a difference in the percentage of pictures received by Mr. Griffith on the two subjects above referred to and if this explanation on my part will help to bring both offices to an understanding, I think it will be entirely in order.

With kindest personal regards and best wishes,

I am

Yours very truly,

W. J. Fenner

WJF-TM

C.C. - Griffith Studio,
4500 Sunset Blvd.
Los Angeles, California.
Attention, Mr. E. C. Bidwell.

Foreign rights
Hearts.

June 23rd 1919.

Mr. E.E. Shauer,
c/O Famous Players-Lasky Corp.,
485 Fifth Avenue ,
New York City.

Dear Mr. Shauer:

Will you kindly send me a statement as to all foreign territory sold, prices and number of films included in the sale for "Hearts of the World" in order that I may have a complete up-to-date record of the same.

Would you also kindly advise me as to what foreign territory and the prices thereof has been sold on any of Mr. Griffith's Program pictures.

Thanking you for the same, I remain

Very truly yours,

AHTB/CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2875

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1919 JUN 24 PM 8 07

Received at 16 BROAD STREET, NEW YORK

03 SC/24Z

LONDON 16

PI

BANZHAF

2 HECTOR ST NEWYORK

718

UNABLE DISCOVER ANYTHING ABOUT INTOLERANCE GERMANY

IF DO WILL CABLE

BURLOCK.

PASS
TRANSIT
W.U. 3

June 24, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Attached hereto is copy of a letter just received from Mr. W. J. Fender of the Hollywood Lasky Studio, which is self-explanatory.

Very Sincerely Yours,

ECB/BB

June 24, 1919.

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Grey:

Referring to your letter of May 26th enclosing your invoice for $200.00 on account of cash advance to Miss Lillian Gish for that amount, beg to advise that I did not take this amount into our accounts but have just secured a check from Miss Gish which I am mailing you direct.

Yours very truly,

ECB/BB.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

6/24/19

Dear Mr Rickwell:—

I had an assistant who did my stenography but had to fire her, she thought her knowledge of figures and accounts superior to mine, so I told her to get an office managers job. hence the pen letter. I'll make it as short as possible

(No 1) I see you have credited D 2 and D 5 with the $17500.- for prints which is O.K. but I notice that you credited D 1 & D 3 with the full $175000 to what % did you credit the 17500 for the 75 Pts for each of these pictures if you credit the full amount of the guarantee plus the amount for the prints the credit should show $192500.— that is $175000 plus $17500—

No 2 What is the difference between "Film Labr. Revenue" and "Factory Revenue"

(No 3) Send me analysis of % Receivable, have much due from Famous Players for guarantees and how much for Miscellaneous % Receivable I am trying to make out a financial statement and cannot show such a large amount without giving details

(No 4) "Broken Blossom" 817.12 is this on % Receivable if so who owes it.

(No 5) Send me analysis of Prel expense

over

Please answer these 3 questions real soon

Please note that any amount which you receive from the D series picture over and above the $192500 guarantee should be credited to an a/c "Revenue from exploitation D Series" same as you have done on the C pictures

(No 6) Famous Players Hollywood 49 74 is this an a/c Receivable?

To answer the above 6 questions will not take much time, so I shall appreciate if you will let me have it as soon as possible, when answering please use my question Numbers

Your trial balance has very very much improved and while I need the above details in order to make a financial statement I have no doubts whatever about the correctness of the various Debits and Credits with the exception that I think you have Credited the $17500.- for the 75 Pts on D1 & D3 to expense instead of investment, if so you should transfer them to the investment a/c so that eventually all the various Investment a/c show the same Credit amount

With best regards to Mrs Driscoll and self

Sincerely

Epping

The F.P.L.Co blames you for the fact that they have charged you with 65% on all foreign Prints instead of 60% because they claim you did not state "foreign" on your bills, I told them the their L.A office ordered the prints and should know which is foreign and which is domestic and advise the NY office accordingly, hereafter state on your orders receipts ~~when for~~ which Country the prints are intended

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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The Fall of Babylon — A Super-Spectacle

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BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

6/24/19 -ab

Dear Mr Rodwell

I must have been drunk when I wrote the other letter regarding the 192500 - guarantee the amount is 175000 viz.:

96000 - during production
17500 upon delivery of prints
61500 on or before the 26th Week
175000

Paragraph 6 of your Contracts call for extra prints to be delivered at "Cost" I think you are selling your extra prints below cost 3 3/4¢ does not cover your cost of stock and printing find out what your printing cost and write a letter to Bergkoff stating your actual cost so that he can put it before the authorities here and make arrangements to bill at your actual cost which I am sure is higher than 3 3/4 cents this will increase your revenue some

Please do not open a seperate account for each picture for the income in excess of the guarantee, credit this all to one a/c and keep the details in auxiliary form same as I am doing now a columner sheet of 6 columns will last you for 2 years and you will save a lot of work every time you get a check in excess of the guarantee put in the proper column on your sheet and the aggregate of all the columns will agree

With your "Income from Exploitation D or C Series" A/c.
just open 2 A/c's, one for the D and one for the C series and the details are shown on your Summer sheets which you can always keep before you I am doing this now and know exactly how much you have received from each picture

You omitted to give me explanation regarding item of $1543.03 on your May trial balance I forget to enquire about in my letter and ~~were~~ you subsequently to add explanation ~~W~~ If this A/c in your letter concerning the other questions ~~this is a~~ "A/c Payable to Reservable" Company is a very confusing name for an A/c to someone who does not know the nature of the charge please give details as soon as possible

Send me your Bill for the amount of $817.74 shown on your trial Balance to A/c "Burton Dobsons" and perhaps I can pay you this amount when I close up B.B. affairs, or if not I'll make the B.P.R. pay it but be sure and have D.W. OK it personally that will help a lot I don't see why you should pay this. don't delay this send me ~~your~~ the bill soon, and be sure and have every thing that you paid on it

Before sending your June trial Balance please look over it carefully and give me auxilliary explation for every thing that reads ~~don't~~ "don't know"

Sorry so busy I don't know where my head stands you can make another copy of this letter. Thank very much for the ~~other~~ Best regard

Harry

GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, Cal. June 23 1919

Received of D. W. Griffith

One Thousand 00/100 Dollars

to be applied on Trinity Endowment fund - Payment of pledge in full

$1000 00

U.S. Bond.

Trinity M. E. Church, South

Per M. H.

Fowler Brothers, Booksellers & Stationers, Los Angeles.

PASTOR IN CHINA
LOH TSZ-TSAUNG

DIRECTOR OF RELIGIOUS EDUCATION
A. D. JACOBY

CHURCH DEACONESS
MISS EMMA BURTON

YOUNG WOMEN'S WORK
MISS MARY HANSCOM

HOMER TOBERMAN MISSION

PASTOR - REV. ARTHUR MARSTON

HEAD RESIDENT
MISS ELLEN ALFTER

CITY MISSIONARY
MISS MARGARET LACY

NURSE DEACONESS
MISS ELLEN CLOUD

Trinity Auditorium

Methodist Episcopal Church, South

CHARLES C SELECMAN, D. D.
PASTOR

GRAND AVENUE, AT NINTH ST.

LOS ANGELES, CALIFORNIA

BOARD OF TRUSTEES

CHAIRMAN
DR. C. C. STEPHENSON

BOARD OF STEWARDS

CHAIRMAN - R. C. MITCHELL

SECRETARY / TREASURER - JAMES F. ROWINS

AUDITOR - G WILSON STODDARD

June 24th, 1919.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Calif.

Dear Sir:-

Enclosed I am handing you receipt for $1000.00 which you so kindly gave to Trinity Church on her new enterprise. Negotiations are in process, but at present I cannot say just what the result is going to be.

Mr. Burge is home again, and will take up with you at the proper time the matter with reference to running the picture at some future date.

Yours truly,

Chas. C. Selecman

CCS/S
Enc.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

Big 4

June 24, 1919.

Dear Mr. Banzhaf:-

I am enclosing herewith for attachment to Mr. Griffith's copy of the contract between the United Artists Corporation and himself dated February 5th, 1919, affidavit with respect to the execution of the contract by me as president.

Similar copy has been attached to the original contract.

Cordially yours,

Oscar A Price

President.

Mr. Albert H. T. Banzhaf,
#2-Rector Street,
New York City.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.:

On the 13th day of June in the year one thousand nine hundred and nineteen, before me personally came OSCAR A PRICE, to me known, who being by me duly sworn, did depose and say that he resides in the Borough of Manhattan, City and State of New York; that he is the President of the United Artists Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Ida W. Stevens

COMMISSIONER OF DEEDS
For the City of New York
Residing in Kings County
Certificate filed in N. Y. County
County Clerk's No. 312
Register, N. Y. County No. 20192
Commission expires Sept. 24, 1920

COPY

JULE & JAY ALLEN

TORONTO CANADA

June 24, 1919.

Mr. Albert H.T. Banzhaf,
c/o Basil Film Corp.
61 Broadway, New York City.

Dear Sir:

In booking the above subject this coming fall, we are planning on an eight or nine reel subject and it occurred to us that the picture may have been reduced at the Studio to this length.

If not, will you please advise if we will be able to secure three additional prints, ranging in length from eight to nine reels. Your immediate reply will be appreciated.

Yours very truly

JULE & JAY J. ALLEN

X

Date under "Epping"

June 25, 1919

STATEMENT OF FOREIGN SHIPMENTS OF

"THE GREAT LOVE" a/c FAMOUS PLAYERS LASKY CORP'N.

Country	Copies	Total Footage	Rate	Amount	Our Report	Date of Invoice
Canada	4	28348	.94 1/4	1204.79	53	11/13/18
England	1 pos.	7087	.04 1/4	301.20		
	1 Neg.	6895	.10	689.50#	57	11/21/18
Australia	2	14156	.04 1/4	601.63	57	11/21/18
S. America	2*	11552	.04 1/4	490.96	57	11/21/18
Scandanavia	5*	28880	.04 1/4	1227.40	57	11/21/18
Australia	4	28348	.03 3/4	1204.79	53	11/13/18
Brazil	1*	5784	.03 3/4	216.90	68	2/26/19
England	15	105525	.03 3/4	3957.19	75	4/17/19
Finland	1*	5926	.03 3/4	222.23	84	6/13/19
S. America	2*	11568	.03 3/4	433.80	61	1/ 2/19

* Flash titles

\# This item was deducted from a later remittance and is one of the matters which Mr. Banzhaf is trying to collect from Mr. Zukor.

June 25, 1919

STATEMENT OF FOREIGN SHIPMENTS OF

"THE ROMANCE OF HAPPY VALLEY" a/c FAMOUS PLAYERS LASKY CORP'N.

Country	Copies	Total Footage	Rate	Amount	Our Report	Date of Invoice
Canada	4	23600	.03 3/4	885.00	68	2/21/19
London	2	5900	.03 3/4	221.25)	77 *	4/24/19
		5960	.10	596.99)		
Australia	4	26366	.03 3/4	988.73	73	3/28/19

* Only 221.25 of this shown on Bank Report #77 as only 221.25 received. The 596.00 yet due is another of those items Mr. Banzhaf now trying to collect.

June 25, 1919

STATEMENT OF FOREIGN SHIPMENTS OF

"THE GREATEST THING IN LIFE"a/c FAMOUS PLAYERS LASKY CORP'N.

Country	Copies	Total Footage	Rate	Amount	Our Report	Date of Invoice
Canada	4	27892	.03 3/4	1045#95	58	12/18/18
London	2 Pos.	6869	.03.3/4	257.59	72 *	3/11/19
	Neg.	6864	.10	686.40		
Australia	4	29369	.03 3/4	1101.34	63	1/23/19
Brazil	1#	5944	.03 3/4	222.90	68	2/26/19
Norway	5#	28935	.03 3/4	1085.06	68	2/27/19
Argentine	2#	13862	.04 1/4	589.14	72	3/22/19

Flash titles

*Only 25759 of this shown on Bank Report #72 as only that amount received. The 686.40 is another matter similar to above, being for one copy negative Greatest Thing in Life for London.

June 25, 1919

STATEMENT OF FOREIGN SHIPMENTS OF

"THE GIRL WHO STAYED AT HOME" a/c FAMOUS PLAYERS LASKY CORP'N.

Country	Copies	Total Footage	Rate	Amount	Our Report	Date of Invoice
Canada	4	26868	.03 3/4	1007.55	74	4/2/19
Australia	4	29811	.03 3/4	1117.91	77	4/24/19

June 25, 1919

STATEMENT OF FOREIGN SHIPMENTS OF

"TRUE HEART SUSIE" a/c FAMOUS PLAYERS LASKY CORP'N.

Country	Copies	Total Footage	Rate	Amount	Our Report	Date of Invoice
Canada	4	25024	.03 3/4	938.40	83	6/9/19
Australia	4	27491	.03 3/4	1030.91	*	6/20/19

*None of this has as yet been received

D. W. GRIFFITH COLLECTION
THE MUSEUM OF MODERN ART FILM LIBRARY

June 25, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am having typed today and hope to mail to you tonight along with this letter a file of data showing the foreign prints that have been delivered to the Famous Players for all of the D-Series thus far. You should keep this data away from the Famous Players because on going over the figures I notice that my clerks have charged them 4-1/4¢ on some copies and 3-3/4¢ on others, and they have paid this. The reason for this difference is that we charge them 4-1/4¢ on all domestic copies and 3-3/4¢ on foreign copies, the difference being that on the domestic copies we have to pay the 1/2¢ per foot footage tax which is not assessable on foreign shipments.

Inasmuch as the Famous Players have paid the bill I suppose we may as well let the matter rest, unless they discover the difference.

There is one item which is slightly explained on the tabulation covering the negative of "The Great Love" for England. As you may recall from recent correspondence with Mr. Banzhaf, as well as some letters to yourself, this matter is now in Mr. Banzhaf's hands and he is endeavoring to make final settlement with Mr. Zukor. Briefly, Famous Players paid for this negative and later charged it back to us by charging the amount of the negative from a later payment from another picture.

Trusting that this tabulation will be of assistance to you, I remain

Yours very truly,

ECB/BB

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT 195 BROADWAY, N. Y

1919 JUN 26 AM 6 15

Studio etc

C62 CH 66 NL

HOLLYWOOD CALIF JUNE 25

A H T BANZHAF 9436

TWO RECTOR ST NEWYORK NY

DONT SEE ANY VALUE IN LOOKING UP OTHER PROPERTY AS I WOULD NOT HAVE TIME TO LOOK IT OVER IF ORIENTAL POINT CAN BE SECURED AM SURE IS THE BEST POSSIBLE PLACE IN EVERY WAY STUDIO CAN BE BUILT FOR FORTY OR FIFTY THOUSAND THER WHER IT WILL COST FOUR TIMES AS MUCH ANYWHERE IN NEWYORK DISTRICT AM SURE ORIENTAL POINT IS ABSOLUTELY THE RIGHT PLACE

D W FRIFFITH.

7-4

The Travelers Insurance Company
Hartford, Connecticut

POLICYHOLDERS' BUREAU

June 26 1919

Banzhaf & Pembleton, Counsellors,
2 Rector St.,
New York City.

Dear Sir:—

We are in receipt of your recent favor inclosing deed of assignment of Policy No. 361365 made May 21st, 1919 by F-4 Corporation to First National Exhibitors Circuit, Inc., New York City.

file

We file the same and make record of the receipt thereof, but in so doing assume no responsibility for its validity, or effect.

Yours truly,

Earl W. Church.
Superintendent.

12578. 5-10-'19.

THE TRAVELERS INSURANCE COMPANY
LIFE DEPARTMENT
HARTFORD, CONNECTICUT

Date June 24, 1919

Office At Los Angeles

Amount of Remittance
$ 1803.00

Albert H. Banzhaff
2 Rector St.
New York, N.Y.

361365 - David W. Griffith

The remittance herein mentioned has been referred to the office indicated above for proper attention. As a matter of convenience, please remit to that office in the future.

H. W. Walker
Chief Clerk,
Life Premium Division.

11624.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

June 26, 1919.

Dear Oscar:

I send you herewith five copies of the agreement between the artists and the corporation amending the original artists' contracts with reference to the issuance of the common stock of the corporation. It occurred to me that while you are in California you will doubtless see the artists, and will thus be in a position to facilitate the execution of these papers. All five copies should be signed by each artist and also by you on behalf of the corporation. After execution you can leave a copy with each artist, if desired. One copy, however, should be brought back for the files of the corporation.

Faithfully yours,

Francis H. McAdoo

Oscar A. Price, Esq.,
c/o John Fairbanks,
Hollywood, Cal.

Enc. (5)

FHM/P

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

Reg'd

June 26, 1919.

Dear Mr. Banzhaf:

I send you herewith two copies of escrow agreement between United Artists Corporation and Mr. Griffith, which I think you will find in proper form and ready for execution. Will you be good enough to forward the same to Mr. Griffith with a word of explanation, and request that they be returned to you as soon as possible.

I have sent to Mr. Price the agreement amending the original artists' contracts as to the issuance of stock and have asked him to collect the artists' signatures thereto while he is in California.

Very truly yours,

Francis H. McAdoo

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Enc. (2)

FHM/P

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N. Y.

1919 JUN 27 AM 5 41

~~New Picture~~ United Artists

A65CH 80 NL

HOLLYWOOD CALIF 26

9373

A T BANZHOF

2 RECTOR ST NEWYORK NY

TOLD GREY TO OFFER SIX THOUSAND THINK PLOT WORTH TEN IF ABSOLUTELY NECESSARY ASK HIM TO FIND OUT ATTITUDE OF CATHOLIC CHURCH IN REGARD TO THIS STORY FIND OUT WHAT HAS BEEN DONE ABOUT THIS THROUGH BOB DAVIS MUNDEYS MAGAZINE AS DONT WANT THIS STORY TO GET AWAY IF ACCETPABLE TO CHURCH DAVIS SAID WAS ALL RIGHT BUT WANTED TO INVESTIGATE AS I DID NOT HAVE TIME TO GET DETAILS

A65CH SHEET 2

STOP UNITED ARTISTS PROXY DELAYED BUT IS IN MAIL NOW

D W GRIFFITH.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 27th 1919.

Mr. E. C. Bidwell,
c/o Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

Have your statement addressed to the Epoch Producing Corporation under date of May 31st 1919, showing a balance due of $12,756.22 for fourteen(14) copies of "Birth of a Nation" and six (6) flash title copies. I am returning herewith copy of bill you originally sent with itemized statement thereof attached for corrections as herein stated.

I find that you will be unable to charge the Epoch Company Eight (8¢) cents a foot for the film for the reason that in some instances the "Birth of a Nation" has sold prints for less than Eight (8¢) cents per foot and that you cannot bill them a greater charge than at the rate of Six (6¢) Cents a foot. The "Birth of A Nation" Company had printing done at the Biograph Company while Mr. Griffith was in Europe at the rate of Four (4¢) cents per foot including th raw stock. You will therefore see that the charge of Eight (8¢) Cents is too large to pass. You should therefore destroy these bills and make the charges on the basis of Six (6¢) cents.

I also enclose a copy of a wire which MacCarthy sent you under date of December 17th 1918 which shows that he ordered Fourteen (14) copies with flash titles and Six (6) copies with complete titles, instead of as billed by you, Fourteen complete copies and Six flash copies. Will you go over this matter and see if you are not in error in regards to the statement as rendered in this matter, and if so kindly correct the same and forward the corrected bill with the charge as suggested to me at once for payment.

Very truly yours,

Albert H.T. Banzhaf
GD.

AHTB/GD

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

June 27
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two Hundred and Fifty Dollars - ($250) - covering your share, or 5% of a 5% disbursement ($5000) on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

per Sprechmeistern

HB
Encl.

Deposited 7/1/19

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

June 27th 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith a map of New York and its surburbs whereon I have designated locations of some pieces you were considering, and also of two pieces submitted to me by Joseph P. Day for your consideration.

The parcel marked #1 is situated in Astoria, adjacent to Long Island City on Long Island and is the old Steinway residence, of the Steinway Piano interests. This piece is approximately 50 acres situated on the water, has a fine three-story stone house on the premises, very fine barn and the grounds are in good condition with a number of very beautiful trees. It is near the Steinway Piano factory and is in what would be termed a manufacturing and business zone. Day has not as yet given me the actual price, but I hope to wire you the same before you receive this letter. He quotes approximately from $500,000 to $600,000.

This parcel is within less than 20 minutes of the Hotel Plaza by automobile. It is within 30 minutes by street-car from the Bridge Plaza, which car line runs adjacent to the property. It is 28 minutes by subway connection from the Grand Central Station, but the terminus of the subway is a ten (10) minute walk from the premises. The property is within the Five cent zone and within the next year the so-called Brooklyn Subway which is now in lower Broadway and goes up to Seventh Avenue will be in operation to the end of the above terminal. Both the Brooklyn Subway and the Interboro Subway share the franchise rights on the elevated structure as this line is operated as an elevator on the Long Island side of the River. It is approximately ~~15~~ a 15-minute street-car ride from the Famous Players Lasky new place and a 5-minute automobile ride from the same place.

Gas, electricity, water and sewerage run up to the premises. It is in a section which Day and other experts claim will have the next real boom in Long Island City and vicinity and I believe on account of its accessibility it is far superior to any place which we have thus far examined.

The house is not as large as that on the Flagler piece, but it is a very fine old-fashioned stone building

covered with ivy and there is also a gardener's cottage on the premises at the gate on the premises.

It will never be a high-class residential section, but its future will either be manufacturing or apartment houses, either one of which will be better than a strictly high-class residential section from a future value point of view. There are two lumber yards within less than two miles and the surrounding neighborhood is that made up by workmen and mechanics. On account of the nearness of this piece to the centre of things, its accessibility and nearness to the Famous Players Lasky studio, which will give you easy reach to their plant, I firmly believe that this is the very best proposition. As far as the cost is concerned I am sure that we can arrange the financial terms satisfactorily.

Parcel #2 is situated on East Chester Bay practically adjacent to Pelham Park. It consists of a tract of about 130 acres and is known as the Lolliard Spencer place. The property between it and the Pelham Park is owned by the Huntington family who have large interests in California and Day advises that Huntington is contemplating turning over his piece to the City for park purposes. This piece is at present reached by Subway and street-car. The street-car line is within a 10-minute walk from the premises and the subway in this section of the Bronx is elevated and all the structural work is at present delivered in the street, waiting to be erected and when finally completed will terminate within a 10-minute walk of the premises. This place has an old brick house on it overlooking the Sound, has beautiful and extensive shore front. There are many old and beautiful trees on the site and it is approximately 40 minutes by automobile from 42nd Street and about the same time by subway and street car. With the subway eventually completed it will be approximately 30 minutes. I was not in the house, therefore cannot report on its condition. Its exterior is rather dilapidated, but being built of brick and stone can be very easily and inexpensively repaired. Both these parcels of course are within the City limits, but are much more accessible than the Flagler estate which I have designated as #3 on the map.

Epping went out to inqure as to the electrical services for the Flagler piece and has discovered that there may be some difficulty in getting electric service on account of the fact that the road which leads down to the Flagler point is a private road and the residence thereon have refused the electric company permission of either erecting wire poles or laying condit under ground. He has taken it up with the Electric Company and we are waiting daily for a report on this matter. I have marked the Malba piece #4 so that you may be advised as to the relative distance from the centre of the City of these various pieces.

I am enclosing also copy of newspaper press matter which of course should be taken with a grain of salt as it looks like press agent story.

As soon as Grey gets back from St. Louis I will have him go with me and Epping over these premises thoroughly by which time I expect to receive full and complete data from Day regarding these various parcels and one or two others adjacent to the Steinway piece.

I am sure that the latter parcel will meet Huck's approval in every way with the exception that I am afraid the bathing is not good as it is too close to the City.

I received Huck's blue prints and am having estimates made. Both parcels #1 and #2 have residences adjacent to ~~it~~ which the structure may be built similar to that of the Flagler.

With best regards, I remain

Very sincerely yours,

Albert H. T. Banzhaf
GD.

AHTB/GD
Encs.

HOLLYWOOD 2800

First National

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

June 28, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

The Travelers Insurance Company have sent us another notice of premium due on Policy 361365 on Mr. Griffith's life. I understood you to say that the First National Exhibitors had taken over this policy. Will you therefore see that this notice is handed to the proper party, as the final date is July 6th.

Yours very truly,

D. W. GRIFFITH STUDIO,

E C Bidwell

ECB/BB

Manager.

The Travelers Insurance Company

Hartford, Connecticut

BRANCH OFFICE
Merchants National Bank Building
LOS ANGELES, CAL.

6-26-19

Mr. David Wark Griffith,
Sunset & Hollyood Blvds.
Los Angeles, Cal.

Dear Sir:

Life Policy No. 361365 due June 6th
Premium $ 1803.00

Permit us to call your attention to the fact that this premium has not been paid.

After the expiration of the grace period of thirty-one days the contract can be reinstated only upon satisfactory evidence of insurability and the payment of overdue premiums with interest.

The contract has many liberal features and the protection afforded cannot be terminated without serious loss.

We presume you are merely taking advantage of the grace period and this notice is forwarded in your interest as a reminder of the necessity of payment before expiration.

Very truly yours,

G. L. Woodall

Cashier-

12239. 8-16-'18.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

M. A. C.

IN-RE

June
28th
1919

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City

Dear Mr. Banzhaf:

As result of a conference that Mr. McAdoo, Mr. Price and I had with Mr. Grossman relative to the Hart contract, I have drafted certain modifications to that proposed contract. I thought I had copies enough to send one to you, but I find I have but one left, and I shall appreciate your stopping in my office and going over the suggestions that I have made in the draft, and then informing Mr. Oscar Price who has gone to California, of any suggestions you may have.

Mr. Price's address is c/o Douglas Fairbanks Pictures Corporation, Melrose Avenue, Hollywood, Cal. Mr. Burkan has a copy of the suggestions also.

~~Very truly yours,~~

Dennis F. O'Brien

DFO'B/IC

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1919 JUN 30 PM 9 12

B467CH 35 NL

SI NEWYORK NY 30

E C BIDWELL 2047

4500 SUNSET BLVD LOSANGELES CALIF

I WROTE YOU LATTER RECENTLY REGARDING CERTAIN ITEMS ON YOUR MAY TRIAL BALANCE IN ADDITION TO THOSE MENTIONED THERIN PLEASE GIVE EXPLANATION OF WHAT DEBIT OF FIFTEEN HUNDRED FORTY THREE DOLLARS AND THREE CENTS REPRESENTS

EPPING.

These are amounts accruing from a/c Payable that are charged to our customers, which, is then billed in the regular way
Charging Accts Receivable & Crediting a/c Pble. to a/c Rec. Transfer a/c
this balancing acct this acct when billing is made
as a rule there will be no balance in this account

June 30th 1919.

State Tax Department,
Corporation Tax Bureau,
Albany, N.Y.

Gentlemen:

Enclosed herewith please find tax report for the year ending December 31st 1918 for the David W. Griffith Corporation as per state tax laws for manufacturing and merchantile corporations.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

DUPLICATE

ALEX D SHAW & CO

12 STONE STREET

NEW YORK
CHICAGO
SAN FRANCISCO

SHAW
THE HIGHEST STANDARD OF QUALITY

TELEPHONE BOWLING GREEN 8070

NOTE—WE ARE NOT RESPONSIBLE FOR MONEY ADVANCED TO OR DEBTS INCURRED BY OUR SALESMEN

#72751 NEW YORK June 30th 1919

Rec'd Vouchers

MR A H BANZHOFF
2 RECTOR ST
CITY

1777

5 Cases Korbel	@	$39.50 per case	$197.50
3 " Bushmills	@	$36.00 "	$108.00
20 Dozen Imperial Beer	@	$16.50 per bbl	33.00
(2 Barrels each 10 dozen)			$338.50

ALEX. D. SHAW & CO.,

PAID
JUL 15 1919
P. R. D.

UNITED STATES FOOD ADMINISTRATION
LICENSE No. 49254

Goods shipped by Albert's Express to

Paid to Mr B. from Rec'd.

Paid by A H Banzhoff Co
ck #

75 - 82nd St
Bay Ridge, Brooklyn, N Y

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

Attention Mr. Bidwell, June 30th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.,
Hollywood, Los Angeles, Cal.

RE: Policy #72990 "Reliance"
Policy #418769 "Palatine"

Gentlemen:

We take pleasure in handing you herewith the above numbered policies renewing policy #1607612 "Commercial Union" expiring on July 10th, which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By O. R. Campbell

GUARANTEES A PAID CIRCULATION IN THIS CITY AND COUNTY DOUBLE THAT OF ANY OTHER PAPER

GOES DAILY INTO 95 PER CENT OF ZANESVILLE HOMES AND 80 PER CENT SOUTHEASTERN OHIO HOMES

THE DAILY TIMES RECORDER

MEMBER AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, ASSOCIATED PRESS AND SELECT LIST OF OHIO NEWSPAPERS

ZANESVILLE'S GREAT NEWSPAPER

MEMBER AUDIT BUREAU OF CIRCULATIONS

Ten to Twenty Pages Daily. Ten Cents a Week.

Circulation certified by Audit Bureau of Circulations

ZANESVILLE, OHIO June 30,1919

The D. W. Griffith Co.,
720 Longacre Building,
New York.

Gentlemen,- May I venture to predict that the Centenary Pageant will prove the strongest drawing card of the entire Griffith repertoire? I have just returned from Columbus where I witnessed the stupendous performance and I am wildly enthusiastic over it.

A year ago I had the very great pleasure of meeting your Miss Oettinger, who was in Zanesville with "Hearts of the World",and we had a number of interesting discussions concerning her particular line of work. I am a newspaper woman and gave the production a great deal of publicity; however,I am now anxious to quit the desk and ~~to~~ go on the road in the interest of the Centenary Pageant,"The Wayfarer" where I believe I can render the company most valuable service. I am a Methodist and a thoroughly experienced news writer. My idea is that I could help work up large audiences for the presentation of the picture through meeting the leading church people of each city and having, perhaps,church nights. The pageant is non-sectarian and will interests Episcopalians and Presbyterians as much as Methodists. We might plan to have a Prebyterian night,an Episcopal night,a Baptist night,etc,and if church soloists are available one might be secured for each performance to sing one or more of the very interesting numbers. Of course,I haven't the entire plan worked out in my mind,but I believe that I am just the person for that job. I have the enthusiasm and I am accustomed to meeting church people and exploiting their work for them,and at the same time I am quite at home in a newspaper office and believe I could get a great deal of publicity for the Company in that way.

The Times Recorder Carries Four Times as Many Paid "Want Ads." as Any Other Zanesville Paper. It is "Everybody's Paper."

GUARANTEES A PAID CIRCULATION IN THIS CITY AND COUNTY DOUBLE THAT OF ANY OTHER PAPER

GOES DAILY INTO 95 PER CENT OF ZANESVILLE HOMES AND 80 PER CENT SOUTHEASTERN OHIO HOMES

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ZANESVILLE'S GREAT NEWSPAPER

MEMBER AUDIT BUREAU OF CIRCULATIONS

Circulation certified by Audit Bureau of Circulations

ZANESVILLE, OHIO

I will be very glad to have you write to Miss Oettinger concerning me, I haven't her address at this time and am unable to communicate with her, but I am willing to abide by what she says in the matter.

Of course, I can give you the strognest kind of recommendations from my employers and from the Methodist clergy and others. That will be an easy matter.

May I not hear from you at once concerning this matter?

Very sincerely yours,

(Miss) Laura B. Fox

P. O. Box 626

The Times Recorder Carries Four Times as Many Paid "Want Ads." as Any Other Zanesville Paper. It is "Everybody's Paper."

file 61 /19 (m.d.)

I suggest that the story concerning the flower has no story at all.But has the suggestion of an Idea,
But a story can be put in to the idea.
being one of the girls doing small bits in the picture in the the flower garden house. She craves sending this picture of the house and makes much to do about the house. it being simular to one that she knew in her childhood.
and made her lonley to look at it.
She meetsJeb whos father is the owner of the house and also owns several farm houses around in the neighborhood
one includes a country hotel that does a profitable business in the summer time.
Jeb cant forbid about bragging about the other farm house particular the old continental farm house next door.
The moving picture girl and Jeb the farmers son meet. and take a gre at intrest in each other.
Let us call the girl Susie after ward susie has hard luck amd looses the one job she has and is unable to get any thing else.

Then we find Jeb has reached the age of man hood and that his grand father has left him the old continental estate. afte this he gets up enough courage to visit Susie , his car a second hand looking aff air, not exactly a ford, the other girls kid Sussie about her country sweetheart. one of the other girls allows that as times are so hard that she would take a countyr sweetheart gladly.
Then working in the other plot of the ########## story about the director and Jeb argueing about the house that has been given him Location director get the director aside and sys that it is worth three hundred dollars.

We can make this three days work . Several big scene in front of the house where Washington made his headquarters then to,the side of the house and the gardens Then the old broken in wall where you can the inside of the kitchen, You know we could not buy a locatio like this for I5$0 dollars Then to Jeb we will pay you three hundred dollars for the use of the house this means means good money to Jeb his farm hotel has paid him well.tThen we go to Sussie talking to a girl friend well the money has run out and I am going home, starting to pack. then to Jeb moving on to the rescue.
Then a scene .of Sussie finishing the packing.

Jeb moving to the rescue, as Jeb comes to Sussies house we find out that Sussie has gone to the train. Jeb makes a fas trip to the station and overtakes Sussie. Sussie is overjoyed to see him but prtests against going back to the farm and marriage. Saying that the family would object to him marring an actress. Jeb protests that she is crazy as his mother has talked about no one else but Sussie and has been wild to have her around the house. Jeb says since I saw you I have inherited the big house and my pockets are full of money. and if I am going to marry any one you have to be that lady Sussie gladly consents getting into the car and the w way they go.

AGREEMENT made this day of June, 1919, between MANUEL SAENZ and ERNESTO J. MAI, doing business in Buenos Aires as SAENZ AND MAI, by Arthur Ziehm, their agent, bereinafter referred to as the Licensors, parties of the first part, and L. GAUMONT, a firm also doing business in Buenos Aires, hereinafter referred to as the Licensee, party of the second part.

WITNESSETH:

WHEREAS, the Licensor possesses the sole and exclusive right to distribute, exhibit and arrange for the exhibition throughout the territory hereinafter described, and to license others to exhibit and display positive prints of the motion picture entitled INTOLERANCE; and

WHEREAS, the licensee desires to obtain from the Licensor the sole and exclusive right, license and prililege or franchise to exhibit and arrange for the exhibition and to license others to exhibit and display such motion picture throughout and withing the geographical boundaries of Brazil, in the manner and upon the terms hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the premises, the recitals aforesaid and the sum of one dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and in further consideration of the covenants, conditions and agreements hereinafter contained and set forth, the parties hereto have agreed and do hereby agree as follows:

FIRST:- The Licensor hereby grants to the Licensee upon the terms and conditions and subject to the limitations hereinafter set

forth, for a term of three year from the day of first exhibition in Brazil, the sole and exclusive right, license and pivilege to exhibit and display and or arrange for the exhibition and display, throughout and withing the geographical boundaries of Brazil, one positive print of the motion picture photoplay entitled INTOLERANCE. This license is expressly limited by the terms and conditions act forth in this agreement and shall not grant or be construed to grant to the Licensee any right, privilege or license other than as is herein expressly set forth.

SECOND:- The Licensor agrees to furnish by way of license and the Licensee agrees to take and accept delivery of one positive print of said motion picture photoplay entitled INTOLERANCE with flash titles, and the Licensee agrees to pay to the Licensor for the rights hereby conferred upon the Licensee, a sum equal to fifty per cent of the gross receipts received by the Licensee on account of the exhibition and exploitation of said motion picture photoplay; it being understood and agreed that the Licensee shall pay out of its percentage of the gross receipts, as hereinbefore provided, all costs for posters, photos and advertising material used in connection with the exploitation Portuguese titles, all duties, taxes, freights, imports, transportation and receipt of the prints of said motion picture photoplay, and all charges for advertising the said motion picture in the local newspapers.

THIRD:- THE Licensee shall, subject to the provisions of paragraph SECOND, pay in the City of New York to the Licensor upon the execution of this agreements, the sum of Forty five hundred dollars, lawful money

of the United States of America, as an advance on account of the payments to be made to the Licensor parsuant to the provisions of the preceding paragraph, which sum shall belong definitely to the Licensor and no part thereof shall be returned to the Licensee whether fifty per cent. of the gross income derived from said production totals said sum of Forty-five hundred dollars or not. It being understood and agreed that the total of the gross income derived from said productions shall be retained by the Licensee until the amount of said advance thereon and the sum of Forty-five hundred dollars in addition thereto shall have been Liquieated and received and thereafter the provisions of paragraph SECOND shall apply.

It is understood and agreed that the term "gross receipts" shall be understood to include any income from the use of said print or prints which may later be ordered, derived directly or indirectly, including that derived from the granting of local exhibition rights, but shall be exclusive of the receipts of the Licensee on account of the lease, sale or other disposition of all accessories, didplay or advertising matter.

FOURTH:- The Licensee agrees to give to its undertaking its best efforts and that of its agents and employees, to the end that the gross receipts shall be as large as possible, it being understood and agreed that no person, firm or corporation shall be restricted or refused the right to exhibit the said motion pictures photoplay for the reason or on account of not accepting or exhibiting other pictures handles and distributed by the Licensee.

FIFTH:- The licensee agrees to furnish in duplicate to Arthur Ziehm, at his office, 509 Fifth Avenue, New York City, monthly subject to delays in mail service from South America, during the time the

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Licensee is in possession of the print of the said motion picture. a statement which shall show in detail the business transacted during said monthly period and which shall include an itemized statement of the bookings secured by it and the gross receipts received by it during said period from the prints of the said motion pictures photoplay. Such statement shall be mailed to Mr. Ziehm about the first day of each month, and when statement is received in New York, the Linensee shall pay in New York funds, in lawful money of the United States of America the amount thereon shown to be due to the Licensor; all payments to be made to Mr. Ziehm. All statements shall be true, full, accurate and correct and shall show each and every boobing secured by it and all exhibition of films or prints during said monthly period and all receipts from every source derived by the Licensee, directly or indirectly, relative to the said motion picture.

SIXTH:- The Licensee shall keep true and complete bookk and records of all business relative to the said motion pictures distributed under this agreement. It is agreed that the Licensors or their duly accredited representatives shall have free access at all reasonable times to the books, records, papers and vouchers of the Licensee and of all its brance and subsidiary offices pertaining to the bookings, rental, local exhibition rights and reciepts from all sources relating to the production furnished hereunder, and that they shall have the right to emply an accountant or accountants who at all reasonable times shall have access to said books at the office of the Licensee as well as at all its branch or subsidiary offices.

SEVENTH:- The licensee agrees not to exhibit or cause to be exhibited any print of the motion picture distributed under this agreements in any territory other than the territory specifically granted

and described in this agreement.

EIGHTH:- All right, title, interest and ownership in and to said positive pint shall at all times remain and be vested in the Licensor and at the expiration of the term of the License herein granted shall be returned to and at the expense of the Licensors, if a demand therefor is made. In such condition as originally delivered to the Licensee, due allowance being made for the reasonable wear and tear thereof, provided it has not been destroyed, stolen or rendered unless by unavoidable accident, in shich event the Licensee will forthwith notify the Licensors by cable or by registered mail and if requested by the Licensors will supply the evidence, by affidavit, of such destruction or loss.

NINTH:- The licensee covenants and agrees that neither the Licensee nor its servants, agents, or employees will make, manufacture or print duplicate negative or positive prints of aforesaid positive print licensed hereunder, or permit or cause the same to be made, manufactured or printed os far as the Licensee may be able to control such action, and the Licensors hereby give and grant to the Licensee in the name of the Licensors power and authority to enjoin any exhibition of the motion picture photoplay not authorized and licensed hereunder within the said geographical boundaries, but any such action shall be taken by and at cost and expense of the licensee, and the Licensors shall be in no way liable for the acts of the Licensee in relation thereof.

TENTH:- The Licensors agree that they will not exhibit or cause to be exhibited or give permission to be exhibited in the territory herein provided for prints of any of the motion pictures, the rights of which have been acquired hereunder, nor will they lease,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

supply or sell prints or films of the said motion picture toany other person, firm accociation or corporation in said territory, except upon terms forbidding their exhibition in the territory covered by this agreeemnt during the priod withing which the licensee is entitled to prints of such motion picture.

ELEVENTH:- It is expressly understood and agreed that this agreement, and each and every term and condition thereof shall not be assigned by the Licensee without the written consent of the Licensor first had and obtained, and each and every term and condition thereof shall be construed under the laws of the State of New York and or of the United States of America.

TWELFTH:- The Licensor agrees that it will not exhibit the said photoplay delivered to the Licensee hereunder in said territory, nor will it cause the same to be exhibited therein, and the Licensor will not lease, license, hire, supply or sell prints of such production to any person, firm , corporation or association for use in said territory during the term of the license herein granted nor let, lease, license, hire, market, dispose of, exhibit or permit others than the Licensee, or those deriving their right to exhibit from said Licensee, to exhibit the said photoplay in said terrotory.

THIRTEENTH:- The Licensor hereby gives and grants to the Licenses the right to enjoin any showing of the aforesaid motion pictures photoplay accepted by the Licensee under this contract by any party nor authorized to exhibit it in the said territory and to sue for damages therefor, and that any such action shall be taken at the expense of the Licensee, and the Licensor shall in no way be liable for the actos of the Licensee in relation thereto.

FOURTEENTH:- In the event of a breach of the Licensee of any

of the terms and conditions of this agreement on the part of the Licensee to be performed, the Licensors shall have the right, upon written notice to such effect addressed to the Licensee at the address hereinbefore mentioned, to revoke this license herein granted and every part thereof. Upon such revocation, all rights of every nature, kind and description granted to the Licensee shall immediately cease and determine and shall forthwith revert to the Licensors. Moreover, upon such revocation or irrespective of such revocation, upon the aforesaid prints, or any of them being found anywhere without the geographical boundaries hereing specifically mentioned, the Licensors shall have the right to retake the positive prints of the aforesaid motion pictures photoplays, but only after due notice to Licensee, who shall be empowered to take action to correct any breach of contract.
This provision shall bot be construed as a waiver by the Licensors of its legal and equitable rights in the premises for damages or otherwise but shall be addition thereto.

FIFTEENTH:- The Licensor shall furnish to the Licensee as long as the negative is in existence, additional prints of the aforesaid photoplay on payment by the Licensee to the Licensor of additional royalty in the sum of Eight (8cents) per foot for each lineal foot of any such additional prints. The furnishing of such additional prints shall in no way extend the license to exhibit the production or the exhibition thereof beyond the terms specified herein.

IN WITNESS WHEREOF the Licensors have caused these presents to be signed by their agent and the Licensee has hereunto set his and and seal, the day and year above written.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SAENZ AND MAI

By_____

Attorney in Fact

_____(LS)

L. GAUMONT

By_____

AGREEMENT made this day of , 1919, between CHARLES CHAPLIN, party of the first part, and DOUGLAS FAIRBANKS, party of the second part, and DAVID W. GRIFFITH, party of the third part, and GLADYS MARY MOORE (professionally known as MARY PICKFORD), party of the fourth part, and UNITED ARTISTS CORPORATION, party of the fifth part.

IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) each to all the other parties in hand paid, receipt of which is hereby individually acknowledged by all the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

FIRST: Subdivision (i) of Paragraph 3 of each of four (4) certain contracts dated February 5, 1919, between CHARLES CHAPLIN and UNITED ARTIST CORPORATION, DOUGLAS FAIRBANKS and UNITED ARTISTS CORPORATION, DAVID W. GRIFFITH and UNITED ARTISTS CORPORATION, and GLADYS MARY MOORE (professionally known as MARY PICKFORD) and UNITED ARTISTS CORPORATION shall be and hereby is amended to read as follows:

And in addition to the above consideration, one thousand (1,000) shares of the common stock of the said corporation to be issued in the name of the said Artist in the form of nine (9) certificates, eight (8) of which shall be for one hundred and eleven (111) shares each and one of which shall be for one hundred and twelve (112) shares, said certificates to be delivered in escrow to a person or corporation to be agreed upon by the parties hereto. Upon delivery by the said Artist to the said Corporation of each one (1) of the first eight (8) photoplays called for by this contract, such escrow agent shall deliver to the said Artist one (1) of said certificates for one hundred and eleven (111) shares, and upon delivery by the said Artist to the said corporation of the ninth (9th) photoplay called for hereunder, such escrow agent shall deliver to the said Artist said certificate for one hundred and twelve (112) shares. Upon the expiration of the three-year period herein provided for, so many of said certificates as are then still held by such escrow agent in accordance with the provisions of this paragraph shall be delivered by such escrow agent to the said corporation.

SECOND: In all other respects said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have

hereunto set their hands and seals the day and year first above written.

In the Presence of:

Thomas Harrington	Charles Chaplin	(L.S.)
John Fairbanks	Douglas Fairbanks	(L.S.)
F. A. Wiener	D. W. Griffith	(L.S.)
Emily E. Benson	Geedy Mary Moore Fairbanks as Mary Pickford	(L.S.)
uae		(L.S.)

By _____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

file 6/ /19 m.d.

24 Stanhope Road, Highgate, London, N. 6.

Eng.

B. B.

Dear Sir,

I understand that you have just produced the film version of the first story in my book, "Limehouse Nights", the film rights of which you acquired last year.

If you have any brochure or synopsis of this film, such as is usually issued to the trade on the production of a new film, I would regard it as a courtesy if you would send me a copy.

Faithfully yours,

Thomas Burke

1919

Mr. David W. Griffith
New York

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 1st 1919.

Yankee Doodle Film Co.,
Care- Allstar Feature Distributors,
San Francisco, Calif.
Attention- Mr. Rosenfield.

Dear Mr. Rosenfield:

I have received from you your letter of May 12th enclosing check for $500.00; June 10th check for $500.00; June 21st check for $250.00; and your letter of June 27th enclosing check for $250.00, making a total of $1500.00, on account of the profits from "Yankee Doodle In Berlin" picture.

Thanking you, I remain

Yours very truly,

ECB/BB

E. W. CHARTIER COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

~~June 30th~~

July 1st 1919.

D.W.G. CORPORATION

To

ALBERT H.T. BANZHAF, DR.

- -

To Professional Services for the month of

June 1919 - - - - - - - - - - - - - - - - - $150.00

Received Payment,
JUN 18/19

Telephone, Murray Hill 922

Goldwyn Distributing Corporation

FOREIGN SALES DEPARTMENT

509 Fifth Avenue

EXECUTIVE OFFICES
16 EAST 42ND STREET
NEW YORK

Goldwyn Pictures

New York, N. Y.

July 1st, 1919.

Mr. Albert Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Sir:--

We beg to confirm our telephone conversation of yesterday regarding the registration of the trade mark for the picture, INTOLERANCE, in Cuba.

We hereby would ask you to kindly issue a power of attorney in the name of The Medal Film Company of 1476 Broadway, New York City, who have subleased this territory from our customers, Saenz & Mai of Buenos Aires, in order that they can apply for the registration of the trade mark, themselves.

Hoping you will find this in order and expecting to hear from you soon, we remain

Yours very truly,

Kupp

K-BB

Foreign Sales Dept.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 1st 1919.

Mr. David W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Griffith:

I am enclosing under separate cover a map showing the rapid transit lay-out of the City of New York and particularly the line that runs to the Steinway piece in Astoria, and also the line that runs to the Lolliard Spencer piece next to Pelham Bay Park.

The line to Pelham Bay Park has been completed only to Hunts Point station where I have penciled 27 minutes, which shows the running time from 42nd Street to that point. The work for the completion of this extension was started yesterday. As I have previously explained, all the steel for the erection and completion of this extension is now lying in the street and it will approximately take to the first of the year for completion to Pelham Bay Park. At present there is a street car running along Westchester Avenue from Whitlock Avenue to Pelham Bay Park, which would mean a 10-minute walk at present from Hunts Point to Whitlock Avenue. However, am advised that the system will be extended from Hunts Point to Whitlock Avenue during the Summer where the surface line can be reached which will eliminate the walk to street-car service.

In reference to the Steinway piece, I have drawn a red ink line from Grand Central Station to Ditmars Avenue, showing the course of the subway-elevated system to the nearest point of the Steinway piece, from which point to the Steinway property is a 10-minute walk. However, there is also a street-car line which I have approximately laid out in black ink over the 59th Street Bridge to Steinway Avenue which runs right to the premises and along the entire front thereof. The running time on the subway system which is completed and in operation from Grand Central to Ditmars Avenue is 17 minutes and the running time of the street car service from Bridge Plaza over the Queensboro Bridge to the Steinway piece is 28 minutes. Street cars run on an average under a headway of from 5 to 10 minutes, 5 minutes during rush hours and 10-minute headway during the remainder of the day.

On the map you will see the nearness of the Steinway piece to the centre of things. I have again been delayed in getting a price on the Steinway piece on account of Steinway being out of town, but as previously stated this will approximately be $10,000. an acre and the piece contains 50 acres.

A little beyond this piece is a parcel of 120 acres known as the Riker piece for which they are asking $10,000. an acre, but the Steinway piece is preferable owing to the fact that it is only a 10-minute walk from the elevated-subway structure, whereas the Riker piece would take another 5 to 10-minute walk.

Regarding the Flagler piece, as previously written, there seems to be some difficulty as to getting the right of way for electrical wire connections on account of the fact that the road leading to the Flagler piece is private property.

I have also spoken to some experts in reference to the future values of this piece and they are of the opinion that its only value would be on a very strictly high-class residential proposition which would mean that in case you wish to develope it for residential purposes in from 5 to 10 years it would have to be sold to individuals who could afford to pay from $25,000 to $50,000 for the land sites alone as this would be strictly motor transportation to and from the station, whereas the Steinway and Spencer pieces will be within walking distance of a 5¢ transportation system.

I will keep you advised by wire as soon as I have some definite proposition.

With best regards, I remain

Very sincerely,

Albert H. Barnsley

AHTB/GD

Wark
Cuban Rights
Foreign
Saenz & Mai

July 2nd 1919.

Goldwyn Distributing Corporation,
Foreign Sales Department,
509 Fifth Avenue,
New York City.

Gentlemen:

I have your favor of the 1st inst. relative to registration of trade mark of the picture "INTOLERANCE" for Cuba and beg to advise that if you will have Saenz & Mai of Buenos Aires, or their duly authorized agent here write me a letter advising of their sale of the territorial rights of Cuba to the Medal Film Company and enclose a copy of their contract with the Medal Film Company for the territorial rights aforesaid I will be pleased to prepare a power of attorney such as you ask.

Before doing so, however, I must have more evidence as to the Medal Film Company's ownership of the Cuban rights, as I explained to you over the telephone, therefore I am asking for a copy of their contract and an order from the duly authorized agent of Saenz & Mai.

In this connection I wish to call to your attention that Saenz & Mai should notify us at once of any sales they have made of territorial rights of the territory which they purchased from the Wark Company for the exhibition of "INTOLERANCE" as by the terms of our contract with them, they have no right to assign any of such territory without first obtaining the written consent of the Wark Producing Corporation. We must have this information in order to protect our rights in the matter.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists

July 2nd 1919.

Mr. Francis H. McAdoo,
120 Broadway,
New York City.

Dear Mr. McAdoo:

Beg to advise that I received Mr. Griffith's proxy for the Special Meeting of the stockholders and will be in a position to attend at the adjourned meeting thereof, if you will kindly advise me the date and hour.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

Hearts World
Canada
Rights.

July 2nd 1919.

Messrs. Jule & Jay J. Allen,
Allen Theatre Bldg.,
Toronto, Canada.

Re: "Hearts of the World"

Dear Sirs:

Your favor of the 24th ult. regarding three additional prints of the above-entitled picture received and I have forwarded the same to Mr. Griffith's studio at Los Angeles, California, for attention with request that they write you thereon directly.

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 3, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I have your letter of June 24th that you wrote in long hand and beg to reply thereto.- Inasmuch as I suppose you kept no copy of your letter I have had your original letter typed and am handing you the typed copy herewith for your ready reference.-

Q. #1. When you and Mr. Banzhaf were out here, you gave the bookkeepers and myself an outline for adjusting our account with the Famous Players-Lasky Corp., on account of the earnings of the Griffith pictures. You made certain memoranda for our guidance, but asked the boys to hold it in abeyance until after you arrived in New York. Your procedure at that time was outlined very much in accordance with your letter of June 24th, namely: $175,000.00 guaranteed earnings for the picture ~~plus the $17,500.00~~ plus the $17,500.00, payment for the first 75 prints of the picture, making the total of $192,500.00. After your return to New York, on May 8th you wrote us, in which letter the amount of the guarantee was placed at $175,000.00, <u>including the cost for the 75 prints.</u> Acting on this assumption, we have made entries on all the pictures that have been released, namely: D1 and D3, charging the Famous Players with $175,000.00, giving them credit for the amount advanced for production and the $17,500.00 for the 75 release prints. We have not entered up for the guarantee on D2 and D5 because there was no particular hurry, inasmuch as we are not as yet receiving revenue checks. However, they will be handled in exactly the same way and Mr. Blake tells me that he already has the data for entry, probably in next week's business.

Now if you are able to secure the additional $17,500 from the Famous Players for us it is perfectly lovely, but we understood from your letter of May 8th that this could not be forthcoming, as you stated you had gone into the matter thoroughly with the Comptroller of the Famous Players-Lasky Corporation regarding these guarantees and that you had been somewhat mistaken in your previous understanding.

Q. #2. <u>Film Labor (Laboratory) Revenue</u> means commercial revenue from outside printing and developing that we take in. <u>Factory Revenue</u> is an account which you first asked us to designate as Factory Revenue - then later suggested that it would be more intelligible to you if we called this account <u>Revenue from Hearts-Of-The-World Prints.</u> This was done on our ledger but in transcribing the trial balance the old title happened to get used.

Q. #3. We are attaching herewith an analysis of our <u>Accounts Receivable</u> which will show everything you have asked for.

Q. #4. This represents a "Broken Blossoms" item, $817.17; this represents the transportation charge for the Griffith party when they were east. At that time we did not know whether or not we were ever to recover this amount and we simply designated it as a charge by itself. We will transfer this amount to our charge against "Broken Blossoms", as an Accounts Receivable.

Q. #5. We are also attaching herewith an analysis for the profit and loss suspense.

Your suggestion about crediting the revenue from the D-Series pictures over and above $192,500.00 to an account such as you outline. As yet we have had no such revenue to credit but hope to soon. We will go a step further and open up an account for each picture which will save segregation whenever the question arises as to how much revenue has been derived from each picture.

Q. #6. The Famous Players-Lasky Corporation, Hollywood, $49.74, represents an item that remained unpaid at the time you made your audit here and has since been taken over into our Accounts Receivable. This was overlooked, until after the June accounts were closed but will be taken care of in this week's report.

I am glad that you are finding our later reports and trial balances to be more intelligible to you and any suggestion you may offer that will be of further improvement upon them will be gratefully received. I think when you start checking the Famous Players' remittances to us against our vouchers, which will be forwarded to you with our reports for this week, that you will be in better condition to combat the Famous Players-Lasky Corporation on the percentage scraps. Mr. Fender of the Lasky Studio was in the office today and when I explained to him the difficulty that it placed the New York office to in determining how to classify charges against Mr. Griffith, he agreed to use a few more words in his telegrams so that there will be a distinction between domestic and foreign charges.

With best regards, I remain,

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS PAMFILM

OFFICE OF ADOLPH ZUKOR
PRESIDENT

July 3/19

D. W. Griffith Studio,
Los Angeles, Cal.

Gentlemen:

The difficulty in maintaining our release schedules in London has been reported to me and in consideration of orders which are issued to your studio from time to time for negatives and prints for London shipments, I must ask that these be prepared and shipped to New York just as soon after American release as it is possible for you to do so and not later than three weeks after the American release date.

With respect to prints ordered for other foreign destinations, it is necessary that these also be shipped at the earliest possible moment.

The fact is also reported to me that in a good many instances our Foreign Department has to do more or less wiring to learn delivery dates on prints for which you have bonafide orders in hand and on which reasonable time has elapsed for printing and shipment to New York.

Your review of the situation and advice as to what remedy you will substitute is requested by

Very truly yours,

FAMOUS PLAYERS LASKY CORPORATION

Adolph Zukor

President

Re
Canadian Contract
Jule & Jay Allen

July 3rd 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I enclose herewith a letter from Messrs. Allen of Toronto, Canada, who control the Famous Players-Film Service in Canada and who have purchased from the English Government the Canadian rights for "Hearts of the World"

You will note they request three additional prints at a length from 8 to 9 reels each provided the picture has been cut to that length. I am under the impression that Mr. Griffith has cut the picture for road shows, and if so, would suggest that you wire or write the Allens the number of reels to which Mr. Griffith has cut it and ask them if they wish to order three prints of the picture as cut, which I believe was intended to be 10 reels.

The Fourth Paragraph of the British contract with the Allens provides as follows:

> "The Committee shall hire to the licensees during the said period of Ten years such additional copies of the said film as the licensees may within two years from the date hereof in writing addressed to the Committee request. Such additional copies shall be delivered to the licensees at their address set forth in Clause 3 hereof within eight weeks from the delivery to the Committee of each request and upon payment of a sum equivalent to the cost of providing the material for and printing such additional copies but not exceeding two pence and one half penny per foot********

These prints should be shipped to Stillson of the Foreign Department of the Famous Players Co. New York and bill for printing same at 8¢ a foot should be sent to Epping. Instructions should be given to Stillson to forward the same to the Allens at Toronto. I am not sure whether the Allens have the English or American version of the "Hearts of the World" and I have written them to wire me regarding the same and upon notice from them I will wire you.

Very truly yours,

AHTB/GD

July 3rd 1919.

Messrs. Jule & Jay J. Allen,
Allen Theatre Building,
Toronto, Canada.

Dear Sirs:

In supplementing my letter of July 2nd will you kindly advise me if the version of the "Hearts of the World" which you are exhibiting is the English or the American copy, as the English copy treats Bobby Harron as an Englishman, whereas the American copy treats him as an American.

Please wire me this information at once in order that in making up these copies you may have the version which you have been using.

Very truly yours,

AHTB/GD

MUSEUM OF MODERN ART

July 3, 1919.

Mr. P. H. Stilson,
c/o Famous Players Lasky Corp.,
485 Fifth Ave.,
New York, N. Y.

Dear Sir:

We are shipping you today by Express, a negative and a positive copy of "I'LL GET HIM YET." to be shipped by you to London, England.

Attached please find details of the negative for the information of the laboratory in England. You will notice that the total length of the negative is 4448 ft. not including the leader.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

DETAILS OF LENGTH AND ARRANGEMENT
OF ROLLS OF FOREIGN NEGATIVE OF

I'LL GET HIM YET.

Reel	Roll #	Scenes	Color	Negative Length	Length of Leader.
1.	1	1	Amber	198	4
	2	2	"	183	4
	3	3-5	"	187	4
	4	4	Blue	75	4
	5	6	Amber	182	4
	6	7	"	139	4
2.	7	1	Amber	180	4
	8	2	"	183	4
	9	3	"	164	4
	10	4	"	192	4
	11	5	"	191	4
3.	12	1	Amber	176	4
	13	2	"	153	4
	14	3	"	177	4
	15	4	"	224	6
	16	5	"	93	5
4.	17	1	Amber	189	4
	18	2	"	217	4
	19	3-5-7-9	"	192	4
	20	4-6-8-10	Blue	93	4
	21	11	Amber	185	4
5.	22	1-3-5-7-9-11		169	5
	23	2-4-6-8-10-12-14-16-18	Amber	117	4
		20-22-24-26-28-30-32-34	Blue		
	24	13-15-17-19-21	Amber	170	4
	25	22	"	201	4
	26	23-25-27-29-31-33	"	218	5
				4448 ft.	109 ft.

1.98	4
1.83	4
1.87	4
.75	4
1.82	4
1.39	4
1.80	4
1.85	4
1.64	4
1.92	4
1.91	4
1.76	4
1.53	4
1.77	4
2.24	6
.93	5
1.89	4
2.17	4
1.92	4
.93	4
1.85	4
1.69	5
1.17	4
1.70	4
2.01	4
2.18	5
44.48#	1.09#

46
9
48
6
109

Will Get Him Yet

Roll		Leader	Neg Length	Leader	Dupes	Color
1		2 3	198	2 3		7
2		2 3	183	2 3		66
3	I	2 3	187	2 3		60
4		2 3	75	2 3		—
5		2 3	182	2 3		63
6		2 3	139	2 3		—
7		2 3	180	2 3		16
8		2 3	183	2 3		—
9	II	2 3	164	2 3		71
10		2 3	192	2 3		55
11		2 3	191	2 3		16
12		2 3	176	2 3		—
13		2 3	153	2 3		42
14	III	2 3	177	2 3		20
15		3	224	2 3		33
16		2	93	3		6
17		2	189	2		32
18		2	217	2		31
19	IV	2	192	2		14
20		2	93	2		15
21		2	185	2		6
22		2	169	3		12
23	V	2	117	2		74
24		2	170	2		40
25		2	201	2		24
26		3	218	2		18
			~~4378~~ 4448			701

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

96 BROADWAY, N.Y.

RECEIVED AT

1919 JUL 6 PM 9

A461KS 38 NL

HOLLYWOOD CALIF 6

A H T BANZHAF

8842

TWO RECTOR ST NEWYORK NY

WHAT INFORMATION CONCERNING ORIENTAL POINT FOR STUDIO ANSWER WHAT DID YOU DO ABOUT BOOKING OF MY LAST ARTCRAFT WITH ZUKOR WIRE YOU CONCERNING THIS BUT RECEIVED NO ANSWER SENDING YOU HIS IN FULL AS PERHAPS WAS NOT DELIVERED

D W GRIFFITH.

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

16 BROAD ST. N.Y.

RECEIVED AT

1919 JUL 5 PM 1 21

229 N SM 9

TORONTO ONT 1249 P·5

ALBERT H BANZHAF 1177

2 RECTOR ST NEWYORK NY

WE ARE USING ENGLISH VERSION OF HEARTS OF WORLD

JULE AND JAY J ALLEN.

Los Angeles, Calif.,
July 7, 1919.

Mrs. William H. Kettig,
2747 Niazuma Ave.,
Birmingham, Ala.

Dear Mrs. Kettig:

My mail abounds in surprises, but seldom so pleasant as recently when I opened your letter with a newspaper clipping enclosed.

It makes me very happy to know that you appreciated our little play in Philadelphia and without reflection on my modesty I wish to congratulate you upon being a very keen critic of this work that we try to make art.

It is pleasant to know that Major Walthall has returned from France and I hope his memories are such that he will be glad to entertain them during the years.

Most sincerely yours,

DWG-W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 7th 1919.

Mr. David W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith copies of escrow agreement between the United Artists Corporation and yourself which has been prepared by Mr. McAdoo's firm, in conjunction with Mr. O'Brien, Mr. Burkan & myself. This agreement relates to the deposit of 1,000 shares of stock which you are to receive pursuant to the terms of your contract with the United Artists Corporation, which stock is to be delivered to you in nine installments by Mr. O'Brien who has been agreed upon as trustee. On delivery by you of your nine pictures to the above Corporation 1/9th of the stock will be delivered to you at the time each picture is received from you. This agreement is similar to those of the other Artists and I therefore suggest that you sign the same in duplicate where I have affixed your initials in pencil and re-mail both copies to me.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/GD
Encs.

Personal

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
PHILADELPHIA, PA.

July 7/19

My dear Banzhaf

The engineer I have working on your studio plan reported to me on some other matters Sat. & we dropped in but missed seeing you.

If your general scheme is shaping as you suggested to me we would like to make progress. If not then no harm done so far I have no salvage trusses so far but data is not all assembled.

With regard to land I have just received note

from the North Shore where all of 100 acres or a part may be had at a reasonable price thro a trust company. There is 1/2 mile shore front outside city limits.

Twenty-seven min from Penn. Sta & about same by motor.

Has some street work & gas, electricity & water on part of property.

Do not mention to brokers as we would deal more directly

If you want to see this next Sunday I could run up.

Sincerely yours

R. H. Creuzbaur

Los Angeles, Calif.

July 7, 1919.

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Calif.

Gentlemen:

Referring to my accident which occurred on April 25th, while on location at Bear Valley with your Mr. Clifton, I wish to take this opportunity of expressing my appreciation and satisfaction for the attention that was given me.

You first engaged Dr. Moffatt, whom I understand had formerly attended your influenza cases and was your studio physician, but on my request you permitted me to have Dr. E. M. Vardon, who had been my family physician.

I am now recovered and have again been working in the same class of work - namely, horse back riding. You may consider this letter as a release from all obligations due me on account of said accident, in the event that there may later arise complications resulting from my services while engaged by some other concern.

Yours very truly,

C. B. Harper

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

July 7th, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Daer Mr. Bidwell:-

I have had an entire days session with the Famous Players to straighten out the 5% on the foreign invoices and I finally arranged with them to give you credits as follows:

Love	493.04
Romance	104.75
Thing	215.10
Girl	106.27
Susie	98.46
	1017 62

In addition to this you will receive a credit for $31.96 representing 65% of the $91.30 which they charged you too much on "Great Love" and too little on "Jane". Regarding which you wrote to Mr. Fender, the above credits will come through in due time.

It is most important that you mark your invoices plainly where they go to so that the Famous Players may report which are foreign and which are domestic invoices. To straighten this matter out after it has gone through wrong is a most terrible job and I do not wish any more such sessions as I had today.

Regarding the $66.00 of Ryan, I am trying to arrange this matter with him, but as he is no longer in our emply it will have to be left in obeyance for me to straighten out eventually.

Regarding the statement for the first ten weeks earnings of "Battling Jane" I will take this up with them when I get time, which is very crowded at present.

Very truly yours,

E/W

Auditor.

Goldwyn Distributing Corporation

509 FIFTH AVENUE

NEW YORK

Goldwyn Pictures

FOREIGN SALES DEPT.
OFFICE OF MANAGER

Cable Address {GOLDWYN} New York
A B C 5th Edition. Bentley's Code used
Telephone {2347 / 2348} Vanderbilt

July 7th, 1919.

The Wark Producing Corp.,
Longacre Building,
New York, N. Y.

Attention of Mr. McCarthy.

Gentlemen:-

I am, at this moment, in receipt of a cablegram from Messrs. Saenz & Mai of Buenos Aires stating that the Paramount Film Company has announced INTOLERANCE in Chile and they have requested me to take this matter up with you, at once.

Will you be good enough to investigate this matter further and let me have the results of your investigation, at your earliest convenience.

Yours very truly,

Manager.

AZ/BB

22

Hearts World
Canada

July 7th 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

Messrs. Allen who have written regarding three prints "Hearts of the World" for Canada have wired that they are using the English version and therefore if you fill their order be sure that that version is used.

Very truly yours,

AHTB/GD

July 8, 1919

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I am enclosing herewith copy of letter Mr. Griffith has received from England This week. He does not recall this money being turned over and has asked that I send this copy to you, Mr. Grey and Mr. Epping for attention. Will you please get in touch with Mr. Grey in order that we may be informed concerning this at an early date?

With kindest personal regards,

Sincerely,

July 8, 1919

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

I am enclosing herewith copy of a letter Mr. Griffith has received from England this week.

Mr. Griffith has not heard of this money being turned over. Do you know anything about it?

Mr. Burlock does not seem to be of any value in London and as he was given no assurance of work beyond July of last year, Mr. Griffith does not see any reason for retaining him any longer.

I am also sending a copy of this letter to Mr. Epping and Mr. Banzhaf and will you please let Mr. Griffith hear from you concerning this matter at once.

With kindest regards to yourself and Mrs. Grey,

Sincerely yours,

HEAD OFFICE: 54 WILLIAM STREET, NEW YORK
ALSO AT
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

MANAGER
W. B. REYNOLDS

CABLE ADDRESS "PRICEWATER" NEW YORK

PRICE, WATERHOUSE & CO.

(UPTOWN OFFICE) 6 WEST 48TH STREET,

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO,

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA,

NEW YORK, July 8, 1919.

D. W. Griffith, Inc.,

To Price, Waterhouse & Co., Dr.

* * * * *

For services rendered by Mr. Thornton in connection with tax matters	$35.00

Received payment
Price Waterhouse & Co
July 15. 1919

MINUTES OF REGULAR MEETING OF THE BOARD OF

DIRECTORS OF UNITED ARTISTS CORPORATION HELD

July 8, 1919.

A regular meeting of the Board of Directors of the United Artists Corporation was held in the office of the president on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y. on the 8th day of July, 1919, at 4:15 p. m.

Present: Mrs. Pickford and Messrs. Banzhaf and Burkan.

In the absence of the president, Mr. Burkan acted as Chairman.

The secretary read the minutes of the special meeting of June 19th, 1919, and upon motion duly made, seconded and unanimously carried, the minutes were approved.

On motion duly made, seconded and unanimously carried, it was

> RESOLVED that the secretary be and he hereby is authorized to take out such licenses as may be necessary incident to the establishment of branch exchanges in cities within the United States.

The method to be pursued by the corporation in conducting its business in Canada was discussed, and it was determined that the General Counsel should procure an opinion of a competent Canadian law firm before a definite conclusion was reached.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

Work
State Rights

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

July 8th, 1919.

Dear Mr. Banzhaf:-

I am enclosing herewith letter I have just received from Mr. Ziehm. Won't you please answer it at your earliest convenience, and oblige,

Very truly yours,

J. J. McCarthy

Mr. Albert H.T. Banzhaf
2 Rector Street
New York City.

Goldwyn Distributing Corporation

509 FIFTH AVENUE

NEW YORK

Goldwyn Pictures

FOREIGN SALES DEPT.
OFFICE OF MANAGER

Cable Address {GOLDWYN} New York
A B C 5th Edition Bentley's Code used
Telephone {2347 / 2348} Vanderbilt

July 8th, 1919.

Messrs. Banzhaf and Pembleton,
2 Rector Street, New York.

Gentlemen:--

I am in receipt of your favour of July 2nd, and beg to advise that I have sold the picture INTOLERANCE to the Medal Film Company of 1476 Broadway, for Cuba.

I enclose herewith the contract made between this company and my clients Messrs. Saenz & Mai of Buenos Aires. Will you be good enough to let us have a letter giving said company power of attorney to register the trade mark of the Wark Producing Company, in Cuba.

I further beg to inform you that I have also sold the picture INTOLERANCE to the Gaumont Film Company for the territory of Brazil.

Kindly let me have the above mentioned power of attorney, at your earliest convenience, and oblige

Yours very truly,

Attorney in fact for
Saenz & Mai, Buenos Aires.

K-BB
Encl.

Form 2875

WESTERN UNION

1919 JUL 9 AM 10 55

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE ADE, ATKINS, FIRST VICE-PRESIDENT

1919 JUL 9 AM 11 45

Received at 16 BROAD STREET, NEW YORK

1450 BROADWAY, N.Y.

BRYANT 4423

LD-627/8 PD

LONDON 33/32

GRAY 959

720 LONG ACRE BLDG NYK

EDINBURGH EIGHTHUNDREDTHREE BRADFORD SIXHUNDREDSIXTEEN BUSINESS SO GOOD COMMITTEE DISINCLINED CONSIDER LESS THAN TWOTHOUSAND POUNDS POSSIBLY CAN OBTAIN THEIR INTEREST FOR FIFTEENHUNDRED POUNDS ADVISE RUSH CABLE

BINLOCK

PASS
TRANSIT
W.U. 5

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT · GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

D64CH 68 BLUE

1919 JUL 9 PM 3 38

HOLLYWOOD CALIF 924A 9

2908

A H T BANZCHAF

TWO RECTOR ST NEWYORK NY

HUCK SAYS IT IS ALL ACCORDING TO WHERE YOU BUILD THE STUDIO AS TO THE TIME IT WILL TAKE IF BUILT AT ORIENTAL POINT WITHOUT THE BUILDING LAWS OF NEWYORK COULD BE DONE IN FIVE OR SIX WEEKS I KNOW THIS TO BE TRUE AS WE BUILT THE BIG STUDIO HERE IN TWO WEEKS IF BUILT INSIDE THE CITY LIMITS WILL TAKE HE CLAIMS FIVE OR SIX MONTHS

D W GRIFFITH.

July 9, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am today forwarding Mr. Banzhaf our report #85 which he will no doubt deliver to you accordingly. Possibly there may be a few -- one or two -- accounts which we have not explained to you fully as yet, and if so, send us a wire and we will give full explanation. There is one item that I wish to mention here and that is the debit against E. C. Bidwell of $1000.00. This represents the $1000.00 which you subtracted from my personal account so eagerly to cover the censorship charges and was divided between Mr. Grey and Mr. Banzhaf and the D. W. Griffith studio. It was the intention to use the $1000.00 check on the First National Exhibitors to cover these three checks. When I spoke to Mr. Griffith about it, to get his endorsement, I could scarcely get his attention. He merely mentioned that he would see Mr. Schwalbe in New York. In the meantime, my three checks were cashed in New York and appeared in Los Angeles for payment, and the studio had to make good, because at that time Mr. Griffith was in the east.

Now the First National Exhibitors have made Mr. Griffith's payment on his First National pictures and they want to turn in that same $1000.00 check against the amount due Mr. Griffith on account of his contract. I explained the situation to him today and he understands why I am indebted to the studio for this amount, and we will take care of same by journal entry crediting E. C. Bidwell and charging miscellaneous production account or some other account in which we can drown the item.

The $160.00 due from A. L. Grey Mr. Blake tells me covers a check which you had us make out payable to yourself but charged to Mr. Grey and which we understood at the time might be later refunded to us. This is not a very large amount but in our present financial condition, if it is due us we can use it to very good advantage.

For your information, the inventory as per June 28th will be forwarded to you within a day or two.

Very Sincerely,

ECB/BB

Property

July 9th 1919.

Mr. R. W. Kreuzbarr,
U.S. Shipping Board,
Emergency Fleet Corporation,
Philadelphia, Pa.

Dear Mr. Kreuzbarr:

Replying to your favor of the 7th inst. beg to advise that our plans are too indefinite for me to make any arrangements with you for the reason that the engineering end will depend a great deal upon where we finally locate and through whom we purchase and I do not feel justified in asking you to go to any trouble in the matter. I would appreciate it, however, if you would advise me of the acreage and price of the piece on the North shore which you mentioned and as to whether the same is on high ground or meadow land and the name of the station and the town and approximately walking time from the station to the premises. If we should become interested in this piece I certainly will deal through you in regard to the same.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 9, 1919.

Famous Players Lasky Corporation,
Famous Players-Lasky Studios,
Hollywood, Calif.

Gentlemen:

As per telegraphic advice from our New York office, and as per Mr. Garbutt's telephone message to me yesterday, will you kindly arrange to pay us Ten Thousand Dollars ($10,000.00) as a loan to be applied against the twenty-sixth week guarantee due Mr. Griffith on "THE GREATEST THING IN LIFE".

Very truly yours,

D. W. GRIFFITH STUDIO

By _____

GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

COPY

July 9, 1919.

Mr. O. A. Price,
Los Angeles, Calif.

Dear Sir:-

Referring to the communication of Mr. Dennis F. O'Brien dated June 26, 1919, I beg to submit to you the following:

Page 1

4th Line from bottom
Omit the word "special".

Page 2

Line 3
Change the word "photoplays" to the word "productions".

Line 7
Omit the word "special".

Line 13
Change the word "photoplays" to the word "productions".

PARAGRAPH FIRST

Subd. 1

"Within two years from September 1st, 1919, to make nine dramatic motion picture productions in each of which he will enact the leading male character or role; to devote his best efforts solely and exclusively to the making of said productions until their completion; that such productions will be of the same average high standard of quality as to direction and photography, as the motion picture productions made by the PRODUCER during the year from July 1st, 1918, to July 1st, 1919, and each will unfold an entertaining story."

Subd. 4, Line 1

After the word "and" insert the words "negatives of".

Subd. 4, Line 4

Strike out "the negatives" down to end of the paragraph and insert in place thereof the following:

"Negatives shall be delivered F.O.B. PRODUCER'S studio addressed to DISTRIBUTOR'S New York City office. The PRODUCER shall advance all moneys for express or other transportation charges of each negative and for the insurance thereof during transportation but the DISTRIBUTOR shall promptly reimburse the PRODUCER for each advance".

Subd. 7

I will take the suggestion up with client. It will very likely be satisfactory.

Subd. 8, Line 2
Change the word "ninth" to the word "last".

Page 3

Lines 2-3

Omit the words "nor market or sell".

Line 4

Change the words "expiration of" to the words "completion of the productions to be made under"

PARAGRAPH SECOND

Line 10
After the words "delivery of" insert the words "the negative of"

Line 14
After the words "set forth" insert the words "and subject to the full and faithful performance by the DISTRIBUTOR of each and every such term, condition and provision".

PARAGRAPH THIRD

Subd. 1, Line 1. Allowed.

We cannot agree with your comment as to the insurance feature.

Page 4

Subd. 3
In lieu of suggestion, retain old subdivision and add "consistent with good business".

Subd. 4
Suggestion that first three lines be changed not satisfactory, but am willing to insert on Line 2 Subd. 4, of original draft, after the word "every" the word "reasonable"

Subd. 4, Line 4.
The suggestion to strike out the word "constantly" is accepted.

Subd, 4, Line 6.
The suggestion to strike out the word "every" is accepted.

Subd. 4, Line 6.
The suggestion to strike out the rest of the paragraph beginning with the words "that it and its offices" is not acceptable, but I am willing to eliminate this subdivision from Paragraph Eighteen of the original draft, thereby throwing any default on this point into Paragraph Nineteen, which provides only for a termination of the agreement without the privilege of retaking by the PRODUCER the negatives delivered.

I am also willing to insert in this subdivision on Line 3 of Page 4 of the original draft, after the word "therefrom" the

words "consistent with good business"

Subd. 5

This suggestion is not satisfactory, but I am willing to insert at the end of Subd. 5 of the original draft the following:

"and except that in all advertisements by the DISTRIBUTOR announcing the stars whose productions are being or will be distributed by it, the DISTRIBUTOR may and shall include the name of the PRODUCER and shall give to the PRODUCER'S name the same prominence which the DISTRIBUTOR gives to the names of such other stars.

Subd. 6, Line 2.

Suggestion accepted.

Subd. 7, Line 11

Suggestion accepted.

PAGE 5

Subd. 8, Line 11 - Before the word "unless" insert "on any production".

Strike out the words "such motion picture complete for exhibition purposes" and insert in place thereof "the complete negative thereof".

Line 13 - Accepted.

Subd. 9

Accepted.

Subd. 12

Suggestion is not satisfactory, but I am willing to accept in place thereof the following:

"except that if the DISTRIBUTOR shall establish exchanges in any foreign country and make distribution of said prints in such countries only through said exchanges, then out of the DISTRIBUTOR'S receipts from such distribution in such foreign countries, the DISTRIBUTOR shall pay to the PRODUCER seventy per cent (70%) thereof instead of seventy-five per cent (75%) as aforesaid. After the total receipts paid to the PRODUCER by the DISTRIBUTOR on any picture exceeds the amount guaranteed to the PRODUCER by the DISTRIBUTOR on such picture, all of said receipts derived from the leasing, licensing or other use of said picture as aforesaid shall be divided sixty-five per cent (65%) to the PRODUCER and thirty-five per cent (35%) to the said DISTRIBUTOR".

Subd. 13

Changed to read as follows:

"Whenever the aforesaid guaranteed amounts paid by the DISTRIBUTOR on any production shall exceed the portion of the earnings of such production payable to the PRODUCER for such period, such excess shall be considered as a payment on account of future earnings and receipts due or to become due to the PRODUCER from the DISTRIBUTOR on such production, and shall be credited in favor of the DISTRIBUTOR AGAinst the PRODUCER, but shall in no way affect the payment of the guarantees at the time and in the manner herein provided. The PRODUCER shall not be liable for the repayment of any of such excess sums paid to him and the same shall be repayable to the DISTRIBUTOR only out of the earnings thereafter to accrue from such production in excess of the guarantee to be paid to the PRODUCER".

Subd. 14

Accepted.

Page 5 A

Subd. 12, Line 3

After the first "of" insert the words "the negative or prints of".

Line 3

Change the word "photoplays" to the word "productions" and insert "in foreign countries in which the DISTRIBUTOR shall not have established exchanges for the distribution of such prints as aforesaid".

Page 6

Subd. 15

I am willing to make the exception referred to and to modify the paragraph accordingly.

Subd. 16

This suggestion is not satisfactory, but to clarify the meaning intended to be conveyed in the original draft I think Lines 7 to 9 could be changed as follows:

"and render him every assistance in any endeavor he, by legal proceedings, may make to prevent such reissues or exploitation".

Subd. 17

In conformity with the understanding arrived at in our discussions I suggest the following:

That there be added to Subd. 13 of the original draft agreement the following clauses:

"If the PRODUCER'S share of the aforementioned gross receipts from the prints of any of the productions made hereunder, shall, during any of the quarterly periods from the first release date of such prints, exceed in amount, the minimum sum hereinbefore guaranteed to be

earned by and paid to the PRODUCER within such quarterly period, then and in each such event, the DISTRIBUTOR shall be entitled to withhold out of the PRODUCER'S share of such receipts, such amount as shall be in excess of such guaranteed minimum amount, until the aggregate sums so withheld from the excess earnings of all productions shall amount to the sum of Two Hundred Thousand Dollars ($200,000.00).

It is, however, expressly agreed that nothing hereinbefore contained, shall in anywise relieve the DISTRIBUTOR from its liability to actually pay to the PRODUCER, in each quarterly period from the date of the first release of the prints of each production, the amount of the minimum returns guaranteed to him therefrom as aforesaid; and notwithstanding any accumulations of excess earnings made by the DISTRIBUTOR as aforesaid, the DISTRIBUTOR shall continue to actually pay to the PRODUCER in each such quarterly period, no less than the amount of the guaranteed minimum amounts hereinbefore guaranteed and agreed to be paid to him.

When the PRODUCER'S share of the receipts from all prints of all productions shall in the aggregate amount to Two Million Dollars ($2,000,000.00), or if this agreement shall have been sooner terminated, then and in either such event, the DISTRIBUTOR shall immediately pay to the PRODUCER, all of the moneys withheld by the DISTRIBUTOR out of the PRODUCER'S share and accumulated as aforesaid".

Then leave the security clause, Subd. 17, of the draft agreement just as it was except change the time of payment of the first installment of One Hundred Thousand Dollars ($100,000.00) to the time of the delivery of the third negative, and make the second installment of One Hundred Thousand Dollars ($100,000.00) payable upon delivery of the sixth negative. This will undoubtedly enable you to accumulate the entire Two Hundred Thousand Dollars ($200,000.00) before you will have been required to deposit it as security.

Page 7

Subd. 18

I have considered this suggestion, and as stated in the foregoing part of this letter, I am willing to eliminate from this paragraph, Subd. 4 of Article Third, so that that subdivision would come under the termination provision of Paragraph Nineteen, rather than under the termination provision of this paragraph.

Strike out the words "and its accumulations"

Page 8

Line 4

After the word "pictures" insert "of which the PRODUCER shall then have had written notice".

Line 5

Strike out the word "therefrom" and insert in place thereof "by the PRODUCER from such contracts".

Line 7

After the first "DISTRIBUTOR" insert a period and add "the aforesaid payments to the DISTRIBUTOR shall be made".

Line 10 & 11

Strike out the words "and the deposit of Three Hundred Thousand Dollars ($300,000.00) and its accumulations".

EXPLANATION

In the event of the termination of the contract, the deposit has to be applied to the moneys due and to grow due to the PRODUCER. It, therefore, immediately becomes a part of the advances and guarantees to be paid by the DISTRIBUTOR. Therefore, when the DISTRIBUTOR is repaid its advances and guarantees, it will have received full repayment and would not be entitled to the deposit in addition thereto.

Subd. 19

Accepted.

PARAGRAPH FOUR Subd. 1, Line 2

Accepted.

Line 4

Accepted.

Subd. 2, Line 7

Accepted.

Page 9

Subd. 3

Accepted.

Subd. 5

Accepted.

PARAGRAPH FOURTH, Subd. 6

In place of the addition suggested and of the last four lines of the original draft, the following is submitted:

"In the event of the termination of the contract pursuant to the provisions of this subdivision by either the DISTRIBUTOR or the PRODUCER, this contract shall be limited to and shall continue in full force and effort with respect to the productions delivered by the PRODUCER prior to such termination, and the aforesaid security deposit and the excess moneys accumulated and held by the DISTRIBUTOR hereinabove provided shall be then applicable in that amount to the payment of the last moneys herein guaranteed to be paid to the PRODUCER on the production or productions made, completed and delivered to the DISTRIBUTOR by the PRODUCER as aforesaid".

The addition suggested as Paragraph Eight is too broad. The PRODUCER will state and represent that he knows no claim that prevent him from making the proposed contract, and that to the best of his knowledge he has full right to make the same, but will not enter into an indemnity obligation of the broad character suggested. He is willing to make any fair agreement covering this point.

PAGE 10

PARAGRAPH NINTH

In place of this, the following:

"Should any legally constituted Board of Censors in the United States of America or Canada, having power and authority to prevent the circulation or distribution of photoplays prohibit the exhibition of any such photoplays or require the excision of any substantial portion of any such photoplays so that such motion picture photoplays cannot be properly marketed and exhibited in that particular city, community or locality, a reasonable deduction in the total amount of the guarantee upon that picture shall be allowed by the PRODUCER TO THE DISTRIBUTOR. The amount of such deduction shall be a sum equal to seventy-five per cent (75%) of the average receipts of a single picture of the PRODUCER marketed by the DISTRIBUTOR in that particular territory which average shall be estimated from the receipts of such other motion pictures of said PRODUCER as may be marketed in such territory by the DISTRIBUTOR."

Following Paragraph - Line 9

After the word "services", "except as herein provided".

5th Line from bottom

Change 1920 to 1919.

5th Line from bottom

Strike out the words "for two full years from that date" and insert in place thereof "until the last picture to be made hereunder shall have been completed."

4th line from bottom

Change the words "or until this contract is legally terminated" to the words "or until the earlier legal termination of this contract".

At the end of the last line on Page 10 insert "except such as may be produced hereunder or such as shall have heretofore been produced".

Page 11

At the end of the paragraph insert "nothing herein contained

shall prevent or be construed to prevent the PRODUCER from making pictures for political, public or charitable purposes, and not to be exhibited for commercial profit."

Please also note the following slight changes to be made on the original draft agreement:

PARAGRAPH FIRST Subd. 8, Line 8.

After the word "he" insert the words "within said period".

Page 6

PARAGRAPH THIRD Subd. 6, Line 8

Change the word "report" to "reported".

Subd. 10, Page 8, Line 3

After the word "contracts" insert the words "with exhibitors".

Subd. 11, Page 9, Line 3

Change the word "shall" to the word "said".

Subd. 12, Line 4

After the word "paid" insert the words "by exhibitors", after the word "and" insert the word "to"; after the word "exchanges" insert "wherever established".

7th Line

After the word "exhibition" insert the word "sub-license".

Subd. 13, Page 10, Line 11.

After the word "prints" insert"in instalments as aforesaid".

Page 15, Subd. 19, Line 1

After the word "if" insert the following: "prior to the completion and delivery by the PRODUCER of all of the productions to be made hereunder".

If the above suggestions are satisfactory, please advise me promptly in order that I may be in a position to put the document in shape for submission to my client for his decision thereon.

Yours sincerely,

(Signed) Henry Wetherhorn.

by Wm Goessman

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 10, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Fear Mr. Banzhaf:

I am enclosing herewith corrected copy of our invoice covering the prints that we made of "The Birth Of A Nation". I find on going into the matter that there were fourteen flash title copies and six complete copies made and shipped instead of 14 complete and 6 flash titles, as our original bill stated, and we have taken this correction into consideration in the revised bill. We have also reduced the printing charges from 8¢ to 6¢, which makes the amount of the bill $7,117.78.

Yours very truly,

ECB/BB

July 10, 1919.

Mr. Adolph Zukor,
485 Fifth Ave.,
New York, NY.

Dear Mr. Zukor:

We are replying to your letter of July 3d, in which you state the difficulty you are having in maintaining your release schedules in London due to delays at the various studios (especially ours) in filling orders for prints and negatives.

In regard to the negative, this matter has already been attended to and we have given explicite instructions that there must be sufficient film photographed in the first place to make two complete negatives and that the English negative must be assembled immediately after the American negative is cut. We have also given our laboratory to understand that dupe scenes must be down to the minimum, none if it can possibly be avoided.

In regard to your complaint that prints for other foreign destinations have been delayed, we had this up with your office some time ago in an effort to have your foreign department harmonize with the domestic department to the extent that we might have the regular foreign orders from the foreign department at the same time that we receive the orders for the domestic department. The domestic department stated that this was impossibl as the foreign department handled their own orders independently. They suggested that we might write to the foreign department and get their views. This is an example of the delay, which, as you see, was their own and not ours. It would have only taken the domestic department a few moments to have telephoned or sent an office boy over to the foreign department to have secured for us the information we desired, which was only an attempt to secure data that would enable us to give better service in the way of making shipments.

This was some time ago and the difficulty has been overcome. We believe that the complaints you now receive must refer to delays prior to the time we took it up, as just related.

You will appreciate that if an order from the foreign department arrives at a time when our laboratory is in the midst of getting out prints for release the foreign order necessarily has to wait until the release prints are out of the way. This should not cause a delay of over a week, however. We realize that in many instances foreign shipments have to be scheduled to meet certain boats and so far as possible we endeavor to make foreign shipments as early as we can.

Yours very sincerely,

ECB/BB

Manager.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

CB

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

18GS VF 66 NL 3A

HY LOSANGELES CALIF JULY 11 1919

20 BROAD ST., N. Y.
TEL. 1278 RECTOR

A H T BANZHAF

TWO RECTOR ST, NEWYORK

CAN AVOID ORIENTA ELECTRICITY TROUBLE BY INSTALLING OWN PLANT STOP WANT TWO ONE HUNDRED KILOWATT GAS DRIVEN GENERATOR SETS GENERAL ELECTRIC EDISON CO OR FAIRBANKS MORSE STOP CAN YOU BUY OR RENT THEM THROUGH GOVERNMENT MEN AT REDUCTION STOP WITH MUNICIPAL ELECTRICITY NECESSARY PURCHASE GENERATOR SETS ANYWAY AND WE SAVE FIVE HUNDRED MONTHLY BY OWNING GAS DRIVEN SETS THIS WOULD BE BETTER IN EVERY WAY REGARDS

D W GRIFFITH

Minutes of the adjourned monthly meeting of the Motion Picture Producers' Association, held at the Los Angeles Athletic Club, July 11th, 1919, at 12:30 o'clock.

President Chas. Christie presided and the following members were present:

Messrs.

M. C. Levee	Jos. W. Engel
Sol M. Wurtzel	Chas. Eyton
Abraham Lehr	W. S. Smith
Clark W. Thomas	E. L. Smith
F. A. Garbutt	S. F. Kingston

On motion duly seconded, the reading of the minutes of the meeting of June 4th was dispensed with.

Mr. Garbutt submitted the Treasurer's report as follows:

Balance on hand June 4th - - - - - - - - - - -	$3,424.05
Receipts for June - - - - - - - - - - - - - - -	570.00
Balance on hand Campaign Fund- - - - - - - - -	136.65
Disbursements for June - - - - - - - - - - - -	689.11
Balance on hand June 30th- - - - - - - - - - -	3,441.59

On motion duly seconded, the Treasurer's report was ordered received and placed on file.

The Secretary presented the following applications for membership:

Brentwood Film Company
Douglas Fairbanks Picture Corporation
Haworth Pictures Corporation
Francis Ford Company

These applications having the necessary recommendations, the Chairman put the question and on motion duly made and seconded, the following members were unanimously elected:

Wm. J. Connery - - -	Representing	Haworth Pictures Corp.
John Fairbanks - - -	"	Douglas Fairbanks Pict. Corp.
L. C. Haynes - - -	"	Brentwood Film Co.
Francis Ford - - -	"	Francis Ford Co.

The Secretary read a communication from the Los Angeles Convention League, asking that the Association appoint one or two delegates to meet with the League. On motion duly seconded, Messrs. Frank A. Garbutt and W. S. Smith were appointed as delegates to meet with the League.

Secretary also read communication from the Southern California Mill Owners' Association, asking for a contribution to assist the Mill Owners in carrying on their advertising campaign throughout the United States to bring carpenters, joiner-men and mill-men to Los Angeles, and stated that they were spending several thousand dollars a year for this purpose and that when the mechanics got here they drift into the studios on account of the higher scale of wages paid. Mr. Garbutt stated that the Lasky Corporation had been supporting this Association for some time and that in his judgment the work being done by them was well worth while. After further discussion, it was moved and seconded that the Secretary be authorized to contribute $200.00 to the Southern California Mill Owners' Association, and that this amount be paid from the Association funds.

Communications were read from:

American Society of Cinematographers
Southern California Industries Association
Charles Brandon Booth

Same were ordered placed on file, without any action being taken.

The Secretary reported that Mr. P. H. McCarthy, General President of the State Building Trades Council, of San Francisco, was desirous of meeting the Producers for a general talk on the labor situation. After some discussion, it was decided to invite Mr. McCarthy as our guest at a luncheon to be given by the Producers on Tuesday, July 15th, and listen to what he had to say.

Communication from the Actors Association of Los Angeles was read, asking for the co-operation of the Producing Managers. On motion of Mr. W. S. Smith, supported by Mr. Frank Garbutt, the Secretary was instructed to notify the Actors Association that if they would furnish the studios with a list of their members and the minimum salary of each member, they would be glad to keep the same on file for reference.

There being no further business to come before the meeting, the same adjourned.

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

Form 1228

Charge to the account of ALBERT H. T. BANZHAF 2 Rector St. N. Y.C$

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	X
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 12 1919.

DAVID W. GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIF.

CAN YOU SEND HUCK ON AT ONCE IN ORDER TO GO OVER PLANS ALSO POSSIBLE PURCHASE OF STEEL STRUCTURE THAT ARE BEING SALVAGED BY NAVY DEPARTMENT LOTS OF OPPORTUNITY TO PURCHASE ALL KIND OF MATERIAL HERE FOR STUDIO FROM DIFFERENT DEPARTMENT HUCKS IS ONLY MAN WHO KNOWS WHAT IS REQUIRED WILL ADVISE REGARDING PROPERTY NEXT WEEK REGARDS

A H T BANZhaf.

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

July 12
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two Hundred and Fifty Dollars - ($250) - covering your share, or 5% of a 5% disbursement on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

Per Fleischstein

HB
Encl.

SPECIAL COPY FOR MR. BANZHAF.

Hearts World Canadian

July 12, 1919.

Messrs. Jule & J. J. Allen,
Allen Theatre Bldg.,
Toronto, Can.

Gentlemen:

Our Mr. Banzhaf of New York has requested that we write you direct giving you information as to the abbreviated copies of "Hearts of the World" now being prepared.

Our cutting department has been working trying to shorten the length of this picture and they are still working upon it. Probably within a week or ten days we will have the sample copy cut down to length but it is doubtful whether it will be less than 10,000 feet. We will keep our Mr. A. L. Grey of 720 Longacre Bldg., New York, informed of our progress and information that you wish you may obtain by applying to him.

Yours very truly,

D. W. GRIFFITH STUDIO,

ECB

ECB/BB

Manager.

Hazel Simpson Naylor

and

Tully Shelley

Lieutenant, United States Navy

announce their marriage

on Saturday, July the twelfth

nineteen hundred and nineteen

New York City

My dear Mr. Griffith —

"When Nature calls —
Art must wait."

The Moon is in
conjunction with
Lila Rhea — and
it being the Period
of ~~Full time~~ — I will
be normal by
1:30 P.M. Solar Time

Tuesday

My dear Mr Sirl[illegible]

Please have
all my work —
collect from
Small — Sday
for my nights
work —

Come with Freddie
tomorrow — I do not
like to work nights
and I hate more. Tuesday

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Willis Goldbeck
Lasky Studio

65 Coupe, 5484

To Mr. Griffith

2 Wts.
Straighten and enamel R.
4 Round rubber door bumper
Straighten L. F. fender &
1 Set Ulp oilers
Laquer spots on 3 fenders
4 Flat washers
2 Lock washers
Labor:
Take rattles & so
general, install door bump
Wash
Polish

personal and confidential

B. Glennon

2502 1c

Battery rent

Glennon

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

H. G. W.

July 12th, 1919.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find cable and letter from Mr. Burlock which will explain themselves. Burlock cabled a few days ago saying that the Committee would take two thousand but advises to offer one thousand. In his cable he did not say whether he meant pounds or dollars. I, in turn, cabled him that we were prepared to pay $1000. Since I have received this cable in which he now offers 1500 pounds, which to my mind is prohibitive. It would be merely prolonging his job for him. We might, if lucky get our money back, but under his management, I think we would have to be very lucky.

You will note the last paragraph of his letter. He hopes that you will want him to continue in the interests of the "Big Four." I wish to remind you of your promise relative to your pictures for the United Artists for foreign rights; that you would not consent to anyone handling these pictures except through this office. As the time grows closer for the release you, as well as other members of this organization, will probably be flooded with very flattering offers, as I told you everyone is waking up to the fact that there is a lot of money to be made out of the European markets. This is merely written as a gentle reminder.

I met with a slight accident to my right hand the other day and am unable to sign my name at present.

With best wishes and kind regards,

Very truly yours,

Albert L. Grey
per L.N.

G/W

FORTY SECOND STREET BRANCH

CENTRAL UNION TRUST CO.

OF NEW YORK

IN ACCOUNT WITH

J. B. Eggers

Fort Lauderdale Fla

NOTICE TO DEPOSITORS

Items received for deposit, drawn on others than ourselves, are accepted only for entry and collection.

It is agreed between the depositor and ourselves that we act as collecting agent for the depositor of all such items, undertaking only to exercise due care in forwarding and presenting the same direct or through other agents, by mail or other usual channels, to the bank drawn upon for payment in cash or bank draft, and we are authorized by the depositor to charge back to his account any unpaid items, whether or not such items are or can be returned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORTY SECOND STREET BRANCH
Central Union Trust Co. of New York *in acc't*

with J. L. Eppinger
New England Account

1919 July 12	To bank	2000
14	"	6000
17	"	7000
25	"	516 15
26	"	14000 -
31	"	31850 07
Aug 6	"	41166
13	"	1220
14	"	871374
Sept 12	"	199946
18	"	40 -
25	"	84054
29	"	500 -
Oct 1	"	43825
2	"	3125
10	"	26086
14	"	17750

Oct 18	"	50551
23	"	79113
23	"	696863
23	"	820 -
25	"	3938
27	"	10[illegible] -
29	"	10675
Nov 1	"	7750
5	"	56658
11	"	58959
12	"	50
13	"	16750
13	"	27087
13	"	190322
14	"	96863
17	"	31432
17	"	97 -

FORTY SECOND STREET BRANCH

Central Union Trust Co. of New York *in acc't*

with J. L. Eppinger
New England Account

1918		
Mar 28		15039
28	#	49702
28		30073
Dec 2	#	77922
3	#	50[illegible]
[illegible]4	#	130 —
4	#	76519
9		93868
9		54550
12	#	51709
20		75785
27	#	38430
27		53478
30	#	53590
1919 Jan 6		43317
7	#	49524
8	#	43220

1919 Jan 9		35109
13		407
14	#	55620
19	#	61380
24		33085
Jan 27	#	4050
27	#	37373
30	#	39042
Feb 4		36767
10		85535
13	#	59934
18		47178
24	#	72077
25		9355
26		10743

FORTY SECOND STREET BRANCH
Central Union Trust Co. of New York *in acc't*

with J. L. Eppinger
New England Account

1919		
Feb 7	D	34494
Mar 3	D	11070
5	C	20806
8	D	33320
11	D	5153
11	D	9500
15	D	65101
19	C	229 -
21	D	9453
30	C	43780
30	C	500 -
APR 2 1920	D	35484
6	C	86918
7	C	76
9	D	13584
12	C	16050
16	D	39593

Apr 17	D	37888
24	C	91412
29	C	20492
May 4	C	8750
4	C	16395
7	C	950
8	C	7403
12	C	13025
14	C	21506
20	C	10778
25	C	4723
28	C	200 -
28	C	23471
June 11	C	66325
[illegible]	D	17358
25	C	22122
30	C	7112

FORTY SECOND STREET BRANCH
Central Union Trust Co. of New York *in acc't*

with J. L. Eggping
New England Account

1920			
July 2	+	28739	
9	+	40766	
Aug 7		8663	
26		40	
SEP 8 - 1920		4725	
14	+	1875	
15	+	250 -	
17	+	6984	
20	+	625	
25		2845	
"		1875	
29	+	6624	
OCT 8 - 1920		84405	
6	+	10563	
9	+	28973	
13	+	8625	

OCT 1 6 1920		1875	
21		47063	
26	+	62616	
NOV 8 - 1920		350 -	
11	+	35206	
20		44585	
27		14775	
Dec 3		75175	
10		1808	
16		19786	
28		193 -	
Feby 7		1300	
8		114736	
10		400	
MAR 2 3		15047	
APR 1 9 1921		6584	

FORTY SECOND STREET BRANCH
Central Union Trust Co. of New York *in acc't*

with J. L. Eppinger
New England Account

Mar 17		19766
June 14		5177
22		54725
JUL 7 1921		11895
20		11041
Aug 9		34450
10		7725
SEP 1 1921		14795
7		5575
22		12945
OCT 5 1921		10593
		200
19		30753
Nov 1		62067
16		13346
29		5797

Dec. 13		17174
21		650
28		9732
JAN 10 1922		1162
20		6766
FEB 7 1922		68660
21		8879
MAR 8 1922		10488
14		35159
20		4689
28		4050
Apr 5		13428
18		24503
MAY 2 1922		9128
16		108
19		91883

FORTY SECOND STREET BRANCH
Central Union Trust Co. of New York *in acc't*

with J. L. Epping
New England Account

JUN 6 - 1922		3211
19		50 39
JUL 31 1922		2697
20		7638
AUG 8 1922		90
9/18		15 -
11/8		700
Nov 16		500
21		1000 —
27		100

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. 1819

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

24GS NH 10

GS LOSANGELESCAL JULY14-19

20 BROAD ST., N. Y.
TEL. 1278 RECTOR

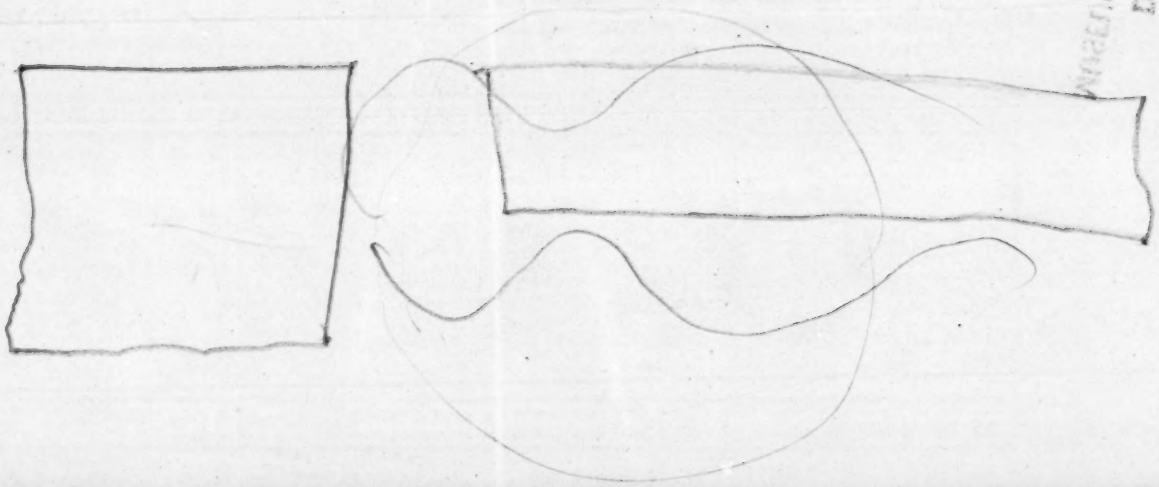
A H T BANZHAF

2 RECTOR ST NEWYORK

IF YOU THINK ADVISABLE WILL

SEND HUCK ON THIS WEEK

D W GRIFFITH



O CB Dues,

Griffith Personal

July 14th 1919.

Alex D. Shaw & Co.,
12 Stone Street,
New York City.

Gentlemen:

Enclosed herewith please find check for $338.50 in payment of the within bill. Kindly receipt said bill and return to me.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

July 14th 1919.

Price, Waterhouse & Co.,
~~54xWilliamxxStreet~~, 6 West 48th Street,
New York City.

Gentlemen:

Enclosed herewith please find check for $35.00 in payment of the within bill. Kindly receipt said bill and return same to me.

Very truly yours,

CD

D. W. GRIFFITH
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

A94NY 60 60 NL

SI NEWYORK NY JLY 15 1919

E C BIDWELL

1992

4500 SUNSET BLVD LOSANGELES

PLEASE SEND EXPLANATION REGARDING FOLLOWING ITEMS ON DEBIT SIDE TRIAL BALANCE BITZER FIFTEEN HUNDRED SCENARIO TWO HUNDRED FIFTY FIRST NATIONAL ONE HUNDRED FIFTY ALSO SEND DETAILS OF CREDITS TO INCOME FROM EXPLOITATION C ONE AND C TWO THESE AMOUNTS DO NOT AGREE WITH RECORDS OF CHECKS RECD BY ME STATE IN DETAIL WHAT YOU CREDIT TO THESE LAST TWO ACCOUNTS

EPPING

735PM

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

July 15 1919

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

BELIEVE IT IMPERATIVE THAT HUCK COME EAST AT ONCE OWING TO DIFFERENT BUILDING PROBLEMS AND PURCHASES

BANZHAF

chg A H T Banzhaf 2 Rector Street

July 15 1919.

Mr. Wells S. Hastings,
Studio

Dear Mr. Hastings:

This is to confirm our verbal understanding with you for the purchase of your photoplay to be used by the Dorothy Gish Company as follows:

$250.00 in full payment for the motion picture rights to the story, a check for this amount being handed you herewith.

It is also understood, however, that should the reports from the exhibitors, critics, etc., on this picture indicate that the picture has met with a reasonable success, you are to receive an additional sum of $250.00 payable on or about October 15th.

Yours very truly,

D. W. GRIFFITH STUDIO

Per_____

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

July Fifteenth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

Mr. Banzhaf informed me this day that Mr. Griffith is going to produce one of his First National pictures on the Coast.

As we have made certain special plans for the accounting of the three pictures of this series, I enclose herewith schedule of methods with a request that you instruct your bookkeepers to adhere to them as closely as possible. The reason for this is that you should reduce your expense on the C and D pictures to a minimum, so that you can pay all your outstanding accounts of the revenues due the D.W.Griffith studios in full as soon as possible, and by the time the First National picture is finished all your D.W. Griffith studio accounts may be settled.

The First National advance is much larger than the Artcraft advances, and, therefore, this picture can better bear the heaviest part of your overhead expense. However, this is only one reason - there is another, and very much more important reason for this procedure which is too lengthy too mention here, and, therefore, I request as a personal favor that the attached schedule of rules be adhered to very closely. It will enable you to close up your C and D affairs quicker, and besides it will work out very much to Mr. Griffith's personal interest, and for this reason if for no other these rules should be carried out. After you have settled your C and D accounts in full Mr. Griffith will be paid whatever C and D cash you have in the bank, and it is greatly to his interest to have this cash balance as large as possible, and in order to accomplish this the C and D expenses must be cut to a minimum at the expense of the First National picture.

If there is anything which is not entirely clear please write and I will give you prompt reply. Please acknowledge receipt of this letter.

Yours very truly,

JCE*EMD.

July 15, 1919 to E.C.B

INSTRUCTIONS AS TO ACCOUNTING PROCEDURE
FIRST NATIONAL PICTURE SERIES.

0-0-0-0-0-0-0-

1. KEEP AN ENTIRE NEW SET OF BOOKS SEPARATELY. Buy a very small and inexpensive set , as all transactions contained therein will later be transferred into a special set of books here which we have arranged to keep for these three pictures only after Mr. Griffith comes to New York.

2. Keep separate bank account called "FIRST NATIONAL SERIES".

3. Pay any and all expense for the First National picture out of this bank account.

4. Deposit all monies which you receive from the First National to the credit of this account.

5. PAY NO BILLS or other expenses applicable to the D and C Artcraft pictures out of the First National account.

6. Let the First National account carry the entire expense of the Laboratory, and let the First National render the bills to the D. W. Griffith studios for all printing and developing C and D work.

7. Let the First National pay for all negative and positive stock and bill the C and D pictures at 3¢ per foot finished positive and 3-1/2¢ per foot for negative stock and developing. if you think these prices to high make them lower

8. Carry on your C and D Artcraft payrolls only such people as are actually working on such productions. All those which you cannot charge to any one particular production -CARRY ON YOUR FIRST NATIONAL PAYROLL.

9. All salaries and expenses which would constitute a regular overhead expense pay out of your First National funds and BILL the D. W. Griffith studios for a small amount for overhead and charge this to the current C or D picture.

10. Distribute your First National expenses in accordance with classification, which I am making out and which I shall forward you within a few days.

11. If you happen to run short of C and D funds, let the First National make a cash loan to thw D. W. Griffith studios and show these amounts as loans on the D.W.G. books and as Accounts Receivable on the First National books. Never make a book entry between these two accounts,- let all the transactions be in the form of cash payments against bills rendered.

Appling

Los Angeles, Calif ,

July 16, 1919

Mr. Frank H. Wilson,
181 Treasury Dept.,
Washington, D. C.

Dear Mr. Wilson:

Nothing new has turned up excepting that Grauman is to build a theatre seating 4,200 people here which is to exceed in magnificence anything ever contemplated in the United States. This in full knowledge of Tally's plans and after due and deliberate consideration.

Advise you to use your own judgment in cultivating people in Washington, opening all possible channels through which we can convey the truth concerning our business.

Sincerely yours,

DWG-W

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

July 16
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
% D.W.Griffith Studios
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Two Hundred and Fifty Dollars - ($250) - covering your share, or 5% of a 5% disbursement on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

HB
Encl.

Per Rubinstein

ISADOR MORRIS
ATTORNEY AT LAW
224-26-28-30 LAUGHLIN BUILDING
315 SOUTH BROADWAY
LOS ANGELES, CALIFORNIA
HOME PHONE A 4085
FORMERLY DEPUTY DISTRICT ATTORNEY
LOS ANGELES COUNTY

July, I6, I9I9

Mr. D. W. Griffith,

Los Angeles, California.

My Dear Mr. Griffith:-

I desire to offer you an apology for the act of the process server in serving you last evening with a copy of the complaint and summons in the Wagner case, which was brought about by reason I having placed the papers in several hands for service and this one has had them for about two weeks, and was unaware that an adjustment had been made between us.

Trusting that you will see that his act was not in any way to embarrass you , and thanking you for the kind treatment that I have received at your hands and those of Mr. Loyd and Bidwell, I beg to remain,

Yours Respectifully,

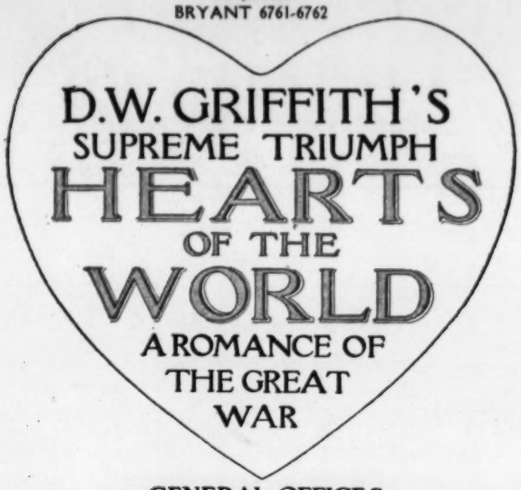
IM: TS

Isador Morris

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

July Sixteenth
1 9 1 9

Received from the Twentieth Century Film Corp.,
The sum of Five Hundred ($500.) Dollars as deposit
for the; privilege of booking and playing the "Hearts of the
World" in Philadelphia Eastern Pensyalvania and South Jersey.
This deposit is part of a deposit to be paid further as
follows: One Thousand Dollars ($1000.) August 1,1919,
One Thousand Dollars ($1000.) payable August 15th,1919,
and gives to the Twentieth Century Film Corp., the privilege
of booking and playing The Hearts of the World as hereinbefore
mentioned,beginning August 25th 1919 for a period of from
fifty days to one hundred days
It is agreed that if but fifty days are played the daily
price to the Hearts of the World Co. shall be One Hundred
and Twentyfive ($125) daily, if seventyfive days are played
the price shall be $110. daily and if one hundred days are
paid the price shall be $100. daily. It being understood
that if fifty days are paid the maximum amount of days the
Twentieth Century Film Co shall have toplay these fifty days
shall be seventy five days-if seventy five days are played the
maximum amount of days the Twentie th Century Film Co shall
have to play these seventy five days shall be one hundred
days.If one hundred days are played it will be mutually
determined not later than December 15th 1919 the number of
days that shall be allowed the Twentieth Century Film Co
to play these one hundred days
The Hearts of the World Co shall deliver to the Twentieth
Century Film Co. on the payment of the final $1000. (One
Thousand Dollar) deposit on August 15th,1919,two prints of
the Hearts of the World.If it becomes necessary during
any of the playing time of this contract for the Twentieth
Century Film Co. to have the use of three prints, a third
print shall be delivered them,it being understood,however,
that this third print shall not work in conjunction with the
other two for more than one week and is to then be returned
this office.
On September 15th,1919 an additional payment of $1250. is to
be made(Twelve Hundred and Fifty) On September 25.1919

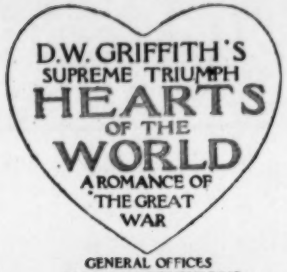
Dep. 500-
8/1 1000-
9/15 1250-
25-1250-
10/10 1250-6250-
11/10 2000 8250-
12/1 1750 10000-

Paid 7/7 500-
" 8/1 1000
" 8/15 1000
" 8/25 1240
" 9/15 1210

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE



GENERAL OFFICES
220 LONGACRE BUILDING,
NEW YORK.

another payment of $1250.(Twelve Hundred and Fifty Dollars) is to be made and on October 10,1919 another payment of $1250.(twelve Hundred and Fifty Dollars) is to be made. The $6250.(Six Thousand Two Hundred and Fifty Dollars) altogether mentioned in this agreement is to cover fifty playing days of Hearts of the World.

On October first or before, the Twentieth Century Film Co. shall notifty the Hearts of the World Co. whether it shall take the option of playing ~~thex~~ an additional twenty five days and on or before November 1,1919,whether they (Twentieth Century) shall take the option of playing the second additional twentyfive days(making one hundred in all)

If these options are exercised a further agreement regarding payments to meet these additional days will be made not later than October 10th,1919,for the first additional twenty five days and on or before November 10,1919 for the second additional twentyfive days.

Should any of these payments be defaulted the Hearts of the World Co. reserves the right to seize the prints they turn over to the Twentieth Century Film Co. to fulfill their part of this agreement; immediately on default of any of the aforemantioned payments/

Checks are to be certified and shall reach this office on the dates due.

Accepted
20th Century Film Co
Inwater, Mgr.

20th Century Film Co
Rail, Eastern Pa.
and North Jersey
Beginning 8/20/19
50.00 62.50
75. 82.50
100. 100.00

H

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 17, 1919.

Miss F. Rubenstein,
Care- Yankee Doodle Film Co.,
191 Golden Gate Ave.,
San Francisco, Calif.

Dear Miss Rubenstein:

This is to acknowledge receipt of your letter of July 12th enclosing check for $250.00 on account of my profit in the picture "Yankee Doodle in Berlin".

Thanking you for same, I remain

Yours very truly,

ECB/BB

Oakland. California.
July 17. 1919.

Mr. D.W.Griffith,
Los Angeles,
California.

Dear Sir,

I am writing to you at the suggestion of Mr.Maynard Jones, with whom I had,recently, a conversation regarding your wonderful productions, with regard to musical settings. He informed me, that in one of your new productions which will be released shortly, Mr.Gottschalk has interpolated in his score, two of my compositions, namely, A Garden Dance ,and Spirit of the Nile(L'Esprit du Nil).

It becomes more apparent every day, that in a production of strength and color, the music, which should be a counterpart of the picture, ought to have a special treatment.

I would like very much to have the opportunity to write incidental music to some of your productions, it matters not what the locale or period. I might add that my compositions are continually used in cue sheets.

Awaiting, with keen interest, your reply, I remain,

Very truly yours,

G. Vargas

c/o Sherman Clay Co,
14th and Clay Sts,
Oakland,California.

FAMOUS PLAYERS-LASKY CORPORATION

INTER-OFFICE COMMUNICATION

Date July 17/19

To

Mr. F. Meyer:

I quote you excerpt from London letter of July 1st:

"At the same time we would draw your attention to the enormous amount of duped scenes contained in both the American sample print and the negative which you have forwarded to us on the Dorothy Gish productions. "Battling Jane" was very unsatisfactory and we had to order duped scenes from New York. "The Hope Chest" was also very unsatisfactory and we regret to report that "Boots" is worse. On account of our policy here it is very detrimental to our business to show any films containing duped scenes and especially such a large percentage, more so when it is a case of a new star such as Dorothy Gish".

Please advise if you wish to take this matter up for correction or shall I do so.

R. K. Stetson

Traffic Manager

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

July 17, 1919

Mr. D. W. Griffith,
Griffith Motion Picture Studios,
Hollywood, California.

My dear Mr. Griffith;

Believing you would be interested in reading the report which I submitted to the Directors on July 17th, I enclose a copy of same for your perusal.

With kindest personal regards, I am

Sincerely,

Hiram Abrams

Encl.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

July 17, 1919

REPORT OF THE GENERAL MANAGER TO THE PRESIDENT AND DIRECTORS OF THE UNITED ARTISTS CORPORATION

BRANCH OFFICES

It has been found necessary to establish sixteen instead of fourteen as originally planned. These have been opened through-out the country and for each office the Sales Manager has been appointed. The attached schedule lists the towns in which these Branches are located, and the names of the respective Sales Managers together with details regarding salaries and rents.

Each one of the Sales Managers whom I have engaged, has been actively connected with other film companies and believe, absolutely, in the policies and principles for which this Corporation stands. They are able to distribute our Products with the dignity which their merit warrants.

The average of their salaries will show that I have engaged men at one hundred and fifteen dollars each, which is considerably lower than the salaries paid by other representative, distributing companies. I had originally figured that the average would not be more than one hundred dollars; however, the small increase in the general average will be more than off-set by the unusually low rents which have been obtained.

SALES

We have received in actual cash slightly over one hundred and sixty thousand dollars, and there is approximately, sixty-five thousand dollars worth of contracts in the mail. All wires and applications for service are now being referred direct to the Branches.

By September 1st we will have between three hundred and three hundred and fifty thousand dollars collected with signed contracts. By January 1st we will have between four hundred and fifty and five hundred thousand dollars.

FOREIGN RIGHTS

I can arrange contract for foreign territory; our product to include HART on the following terms; two hundred thousand dollars guarantee on each subject at the end of eighteen months, on a sixty-forty basis. One million dollars cash will be deposited with us to guarantee contract, and one hundred and twenty-five thousand dollars will be advanced on each subject. I would advise you not to accept this proposition, as I believe the foreign market will be more productive than at present realized. Famous Players are boycotted in England and four thousand exhibitors are anxiously waiting for us to make announcement that we are going to open offices, and do business direct from producer to exhibitor. All foreign buyers are endeavoring to secure our product; they realize that there is a fortune in it for whoever secures it.

The method of release should be the same in foreign territory as in this country. All the European representatives with whom I have talked agree with me that our policy in this country would be the most satisfactory one for all foreign territory.

WM. S. HART

On the 16th instant I wired John Fairbanks as follows:- "Believe all artists are making a big mistake not agreeing to sign HART contract. There is no foundation to rumor - "Hart loosing popularity" - I am sure United Artists Corporation can make big profit on HART pictures. Disappointed when Price informed me HART contract was not signed. Why allow big profits that can be made on HART to get away from us and let him strengthen some other organization. Before you decide definitely not to sign HART contract, if you think it advisable, I can arrange to come to California on the first train as I firmly believe I can convince you of the advisability of signing same."

"BROKEN BLOSSOMS"

On the 15th instant I sent Mr. Albert L. Grey a letter relative to our distributing D. W. Griffith's Production, BROKEN BLOSSOMS. It read as follows:-

"Subject to the approval of our Board of Directors - and this approval the writer feels confident we can obtain - we submit a proposition to handle "BROKEN BLOSSOMS" in the United States.

Our estimate of the revenue we can obtain in the United States is six hundred thousand dollars ($600,000) plus a percentage of the receipts over and above certain figures in the 66 cities of the country which have a population of 100,000 or more.

Our organization is planned, the personnel has been selected, and all our policies framed toward the utmost efficiency in the distribution of motion pictures of the highest quality only. Our policies are known to the exhibitor and have met with prompt and even eager acceptance. We have established distributing depots in sixteen cities and our estimate of $600,000 is made up on the basis of exchange territories as follows:

New York City	$ 102,000
Philadelphia	37,500
Pittsburgh	26,250
Washington, D.C.	24,000
Boston	57,000
Detroit	24,000
Chicago	85,500
Minneapolis	27,000
Kansas City	42,000
Denver	10,500
San Francisco	18,750
Los Angeles	15,000
Seattle	21,000
Dallas	40,500
Atlanta	27,000
Cleveland	42,000
	600,000

We will handle the distribution of this picture on the basis of twenty percent (20%) on the gross receipts."

ACCESSORIES

I have placed orders with various manufacturers for accessories on first Douglas Fairbanks Production. In most cases it was necessary to pay a small increase above that paid by the majority of distributing companies for accessories; however, this will be more than off-set by the quality of the work which is being done. I feel that everything in this connection should be in keeping with the merit of the Production.

All the manufacturers have agreed to charge us for the actual amount of supplies ordered only, and to carry a sufficient stock at all times at their own expense. I believe that this arrangement is much more advantageous than to make an out-right purchase of all supplies.

GENERAL MANAGER

S C H E D U L E

BRANCH	MANAGER	WEEKLY SALARY	MONTHLY RENT
New York	J. Von Tilzer	150.	300.
Philadelphia	C. Trowbridge	100.	
Pittsburgh	Carlos Moore	125.	100.
Cleveland	E. C. Fielder	125.	
Boston	Wm. Jenner	150.	75.
Chicago	Cres. Smith	150.	90.
Kansas City	H. D. Buckley	100.	75.
Canada	A. C. Berman	125.	75.
Dallas	Jos. Luckett	100.	
Los Angeles	Walter Rand	100.	100.
San Francisco	Lou Reichert	125.	150.
Denver	T. Y. Henry	85.	50.
Atlanta	M. C. Coyne	100.	
Seattle	L. W. Thompson	100.	125.
Detroit	Robert J. Churchill	75.	175.
Washington	Geo. F. Lenehan	150.	100.
Minneapolis	M. J. Mintz	125.	100.

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 17, 1919.

Dear Mr. Banzhaf:-

Attached hereto is copy of counter-proposition submitted by Mr. Grossman, attorney for Mr. Hart, in answer to Mr. Dennis F. O'Brien's communication of June 26th.

I am transmitting this to you for your information, and would like to have a meeting of the Board tomorrow (Friday) July 18th, at 11 o'clock a. m. to consider and take final action on the Hart contract.

Cordially yours,

Asa A Price

Mr. Albert H. T. Banzhaf,
42-Rector Street,
New York City.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

Y1CH SG 76 BLUE

HY LOS ANGELES CALI JY 18-19

A H T BANCHAFF

TWO RECTOR ST NEWYORK 633P

HAVE CONTRACT WHICH OTHER THREE HAVE SIGNED CONCERNING DIVISION OF STOCK NINE THOUSAND SHARES UPON DELIVERY OF THE PICTURES I UNDERSTAND THIS GIVES FOUR THOUSAND SHARES TO THE ARTISTS ONE TO MCALDOO AND LEAVES FOUR THOUSAND IN TREASURE IS THIS BEING GUARDED IN SUCH WAY THAT WE HAVE NO CHANCE OF LOSING CONTROL THOUGHT THE ARTISTS WERE TO TAKE HARTS THOUSAND SHARES TO INSURE OUR CONTROL WHAT ABOUT THIS IS IT ALL RIGHT TO SIGN

D W GRIFFITH

635P

1320 Fig 4

July 18, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York N. Y.

Dear Mr. Epping:

I have your telegram of July 17th, to which I have replied as follows:

"Cash report eight five, four prints to New Zealand should have read one print sixty two sixty feet plus twenty four fifty one feet additional footage at three and three quarter cents - total, three twenty six sixty six. Other invoice, seven hundred four twenty five, represents three copies. Mailing you copies our invoices."

For your further information, I am also enclosing copies of these two invoices, one of which you will see explains the error on the other. Our own book records show only four prints in all, but unfortunately the report shows seven. The reason for this was that the invoice for $326.66 had already been spread on our records and Mr. Beach, instead of cancelling the first invoice and issuing a corrected one, ttempted to make the correction on our records by sending a correction invoice, the combination of which has been misleading. This will not happen again.

I think that you will find our new system of mailing you copies of our Famous Players Lasky invoices will be a great help because in just such cases as this you would be enabled to detect from the copy of the invoices what appears to be an error in the report. This particular instance happened in June and you were not provided with the invoices.

Regretting the error but thanking you for calling our attention to it, we remain,

Yours very truly,

ECB:LW.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 18, 1919.

Dear Sir:-

In accordance with the terms of the contract between yourself and Gladys Mary Moore, Charles Chaplin, Douglas Fairbanks and David W. Griffith, will you kindly issue a call for the payment by them of 15% of their subscriptions for the preferred stock of the United Artists Corporation which will result in furnishing the Corporation with $50,000 additional capital.

This request is made necessary by the following:

(1) The General Counsel's fee of $25,000 for the last half of the calendar year 1919 was due July 1st, 1919.

(2) We are establishing seventeen Distributing Depots and it is necessary to provide each of the Sales Managers in charge of these Depots with a Contingent Fund of $1,000 for the purchase of furniture, rental of office space, payment of salaries and such other expenses as are necessary, incident to the operation of these exchanges. You will note an initial outlay of $17,000 is required for this purpose.

(3) To provide sufficient working capital to permit meeting any other contingencies that may arise.

As you know, the receipts that are coming in are only for one picture and naturally the ratio between outgo and income is higher than it will be under normal conditions when we are handling a number of pictures.

For your information, I am attaching balance sheet showing the state of our finances as of the close of business, July 12, 1919.

Yours very truly

(Signed) Oscar A. Price

President.

Hon. Wm. G. McAdoo,
120-Broadway,
New York City.

UNITED ARTISTS CORPORATION

Balance Sheet

Close of business July 12, 1919.

ASSETS

Cash on hand Central Union Trust Co.	$34,701.46		
Petty Cash	27.48	$34,728.94	
Furniture and Fixtures		2,846.54	
Rental Deposit		1,500.00	
Accounts Receivable (Sundries)		444.00	
Bills Receivable		6,167.50	
Post dated checks		1,410.00	
Accounts Receivable (Rentals)		1,200.00	
Contingent Fund Deposits		12,000.00	
Total Assets			$60,296.98
DEFICIT			24,256.10
			84,553.08

LIABILITIES and CAPITAL

U. S. Gov't War Tax Deposits		6,641.50	
Douglas Fairbanks Percentage Fund		17,504.00	
Hiram Abrams Percentage Fund	1,111.25		
By cash	1,000.00	111.25	
Oscar A. Price Percentage Fund		296.33	
Total Liabilities		24,553.08	
Capital Stock (Paid In)		60,000.00	
Total Liabilities and Capital Stock			84,553.08

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A special meeting of the Board of Directors of the United Artists Corporation was held at the office of the Company on the 9th floor of No. 729 Seventh Avenue, in the city of New York, N. Y. at 11 o'clock a. m. July 18th, 1919.

Present: Messrs Price, O'Brien and Burkan representing a majority of the Board.

The secretary stated that the meeting was called and held pursuant to waiver of notice of meeting signed by a majority of the members of the Board of Directors. Such waiver is as follows:

> WE, the undersigned, being a majority of the directors of the United Artists Corporation do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United Artists Corporation.
>
> We designate the 18th day of July, 1919, at 11 o'clock a.m. as the time, and the office of the President of the Corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y. as the place of said meeting; the purpose of said meeting being to further discuss the proposed contract with William S. Hart, the designation of an agent in the state of Michigan; also for the transaction of such other business as may be necessary or advisable.
>
> (Signed) Oscar A. Price
> Nathan Burkan
> Dennis F. O'Brien

The minutes of the last meeting were read and approved.

The secretary stated that the laws of Michigan require a resolution of the Board of Directors appointing an agent of the corporation to receive service in that state on behalf of the company; whereupon, upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

> RESOLVED, That George W. Moore of Campau Building, Detroit, Mich. be and he is duly appointed the agent of this Corporation, and authorized to acknowledge service of any and all process upon said George W. Moore shall be taken and held to be as valid as if served upon this company, according to the laws of the State of Michigan or any other State and this Corporation hereby waives all claim of error by reason of such service.

E. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

Big-4

6 words

July 19 1919

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

THE FOUR THOUSAND SHARES IN TREASURY UNITED ARTISTS CANNOT BE WITHDRAWN EXCEPT ON VOTE OF MAJORITY OF BOARD OF DIRECTORS AND AT PRICE FIXED BY THE BOARD AS ARTISTS CONTROL VOTE OF BOARD THEY CONTROL DISPOSITION OF SAID SHARES IN CASE OF SALE OF TREASURY STOCK YOU AND OTHER ARTISTS WOULD HAVE RIGHT TO PURCHASE PRO RATA IT IS ALL RIGHT TO SIGN AGREEMENT FORWARDED BY ME -

BANZHAF

chg. A H T Banzhaf 2 Rector St.

July 19, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Answering your telegram of July 15th, beg to reply to the various questions raised as follows:

MR. G. W. BITZER, $1500.00. This represents an amount paid to Mr. Bitzer for 5% of the $30,000.00 Hearts-of-the-World revenue checks which Mr. Griffith received. I am glad you called my attention to it but this is the way it happened: the check was deposited to Mr. Griffith's personal account and not to the studio account. When I handed him his personal check to sign for Mr. Bitzer, he said the studio should pay that. I called his attention to the fact that the $30,000.00 had been deposited to his personal account and he said that we could adjust that later. This was, as I recall it, just about the time that he went east and the adjustment did not get made at that time. I will watch my opportunity and see that proper transfer of funds is made whereby this item is taken off our records.

SCENARIO, $250.00. This represents the amount paid for a story which is now on hand but which has not been used in any picture. As soon as it is used there will be an entry made charging the amount to whatever picture it is used on and crediting the scenario account.

FIRST NATIONAL EXHIBITORS, $150.00. This amount was first incurred by Mr. Grey in New York on account of entertaining officials of the First National, and you in turn billed it to us, and when we issued check to you we had no First National funds on hand, so, in order not to lose sight of the amount, we entered it up as we have done. Now that we have First National funds on hand, we will make proper entry to offset this item. In this connection, please be advised that the first picture under the First National Series will be designated on our records as "N1".

"C1" and "C2" INCOME FROM EXPLOITATION. As the checks have been received here from the F. P. L. covering revenue from "C1" and "C2", we have entered the amounts up to the credit of the exploitation. However, in every case the pictures have cost Mr. Griffith more than we have received in the first place and we have taken into the studio records sufficient money from "Battling Jane", for example, to cover the studio cost. That is to say--we received $22500.00 for the production of the picture, but the picture itself cost $207.08 more than our production advance. Therefore the studio was entitled to this amount of money out of the revenue to cover this excessive cost. The balance of the funds were placed in the revenue from exploitation from "C1" out of which was dispursed the $207.08 above referred to together with the percentage of profits due to Miss Gish, Mr. Clifton and Mr. Taylor, the balance being paid to Mr. Griffith. However, since the account was cleared up one or two checks more have been received which have not as yet been divided, and these undistributed amounts constitute the balance shown in the trial balance. However, it is proposed to clear this

account up at the end of each month, and there will be no balance.

This same procedure applies to the "C2" picture as well as the "C1" picture, but in the case of this picture the studio has not as yet been reimbursed in full out of these revenues for the cost of production.

In one of your recent letters you asked that we do not open revenue accounts for each picture, but only open revenue accounts for each series, namely: the "D" series and the "C" series. We have special reasons for carrying each picture by itself and will continue to do so, as it simplifies our work at this end considerably, but for your information, we will combine each series and show only one item in the trial balance.

Yours very sincerely,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS PAMFILM

July 19th, 1919.

Mr. E.C. Bidwell,
Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

My dear Mr. Bidwell;

As you are at the head of your laboratory, I think it best to write direct to you regarding the duping of scenes in our London negatives.

We are receiving many complaints legitimately on our foreign negatives, not only on your productions but on ours as well, as we also find it necessary to dupe certain very important scenes in order to get the exact action. Mr. Graham feels he has great prospects in Dorothy Gish, and you should, therefore, realize his anxiety to get the very best negative possible on her productions.

You surely must know that any thoroughly competent laboratory man can immediately tell the difference between duped scenes and regular scenes, and now that the business is reaching its present high plane, even the Exhibitors are fully aware of the duped scenes. This education they undoubtedly received during the war period when every one of the war weeklies were printed off duped scenes.

I am enclosing a complaint which has been handed to me by our Foreign Department.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

Frank Meyer
Asst. Sec'y

FM:EBS
Enc

Upland, Calif.,

July 19,1919.

Mr. E. C. Bidwell,

Mgr. D. W. Griffith Studio,

Los Angeles, California.

Dear Mr. Bidwell:

Enclosed find thesis on "Fetichism and Voodooism among the Negros". This covers about all the material on the subject that I was able to get ahold of. While there is plenty of material on Fetichism in Africa, there is little on the subject as practiced in this country.

Hoping this will be satisfactory, I remain

Yours sincerely,

Willard C Griffith

Fetichism and Voodooism among the Negros.

The negro's conception of God is much debased and mixed with many superstitions. They do not think of God as a father who loves and cares for his children, but as a vague being responsible for man's existence, but caring little for man's destiny. "The prevailing notion seems to be that God, after having made the world and filled it with inhabitants, retired to some remote corner of the universe and has allowed the affairs of the world to come under the control of evil spirts: and hence the only religious worship that is ever performed is directed to these spirits, the object of which is to court their favor, or ward off the evil effects of their displeasure."

SPIRITS: The spirits are of three classes as to origin. First, those existing from eternity--those conterminous with the Supreme being--Paia-Njambi; second, those created by the Suprem being; third, the souls of dead human beings. These spirits fill the air and inhabit the rocks, the caverns, the trees and even take up their abode in wild animals. Graveyards are their favorite abiding places, hence every native stands in fear of such grounds.

ORIGIN OF BELIEF IN SPIRITS: The original conception fo spirits probably arose from two sources. First, all savages believe that not only plants and animals have spirits but also inanimate things.. Whatever moves has life--has a spirit. The stream as it runs and sings, the lightning as it flashes or strikes, the flame as it flickers or consumes the wood are all supposed to be alive. Not only so, but the rock against which man falls and it cuts him, the tree which seems to spring of itself out of the ground, and numerous other objects have life within them. Thus animism--the imputing of spirits to objects of nature--has it rise, and from this it is a short step to the fear and worship of spirits.

Secondly, the idea of spirits arises from man's experiences in dreams. These experiences to the savage are as real as any waking

experiences. While he sleeps his spirit wanders--it meets the spirits of friends and they recognize each other; when he wakes he is perfectly sure that he has seen and talked with his friend. But he is told that his body has been in his bed--well, then, his spirit has been journeying at will. When he wakes--this is just the return of his spirit to his body. Hence death is simply a continued sleep, where the spirit refuses to return to its body. When a man dies, therefore, his spirit is set wandering, having power to help or harm where it pleases. His spirit may take up its abode in an animal and return to vex the life of his enemies or even his own family. Dr. Nassau tells us of a native who refused to kill and elephant that was ravaging his crop, because he thought his dead father's spirit had taken up its abode in that particular animal.

CHARACTER OF SPIRITS: The character of these disembodied spirits is the same as the characters of the living men. They are benevolent or malevolent, full of kindness or full of hatred, in accordance with their former existence. If they have been slighted while in their embodied form, they may come back to take revenge on their enemies. The fact that these spirits have not the encumbrance of a body may make them ten times more powerful than any living man, and the further fact that they can act without detection throws about the life of the native African a constance dread and fear which is almost paralyzing.

ORIGIN OF MAGIC WITCH DOCTORS: The one recourse of the savage is to placate these spirits, wining their favor and warding off their anger. This gives rise to a complicated system of magic. In order to protect himself against the anger of these spirits, the native employs the services of whitch doctor. This witch doctor or medicine man is supposed to have great power over evil spirits. They have power to condemn to death any person suspected of causing death; they are supposed to be able to drive out the spirits that cause sickness; they may call back the spirits of those near unto death--for all of which services they demand great respect and large fees.

MEANING OF FETICHES: One of the chief methods of work of the medicine man or witch doctor is the preparation and use of fetiches. A fetish is any rag, string, stone, shell, tooth, piece of wood or what not, into which a magic doctor has coaxed a spirit to take up its abode, or into which a spirit has voluntarily entered. The material in itself is not sacred, but the fact that a spirit dwells in it gives it power to ward off sickness or defend one against his enemies. If the spirit leaves the fetich then the wood or stone is cast away and another is found. "He addresses his prayer to it and extols its virtues; but should his enterprise not prosper he will even beat it, to make it serve him better. It is a deity at his disposal, to serve in the accomplishment of his desires; the individual keeps gods of his own to help him in his undertakings."

WHITE AND BLACK ART: So long as these fetiches are used simply for protection the owner is a practicer of white art, but, when they are used to injure others or force others to do certain things pleasing to the owner of the fetich, their possessor is said to practice black art. It is this latter that keeps the African native in constant fear. At any hour his enemy may by witchcraft destroy his property, rob him of his friends or take his life. All that an enemy has to do is to get some of hisvictim's hair, his nails, or water in which he has bathed, and have a witch doctor make a concoction which, buried in front of the victim's door or secretly hung in his room, will bring sure death. If the man dies, this black art has worked; if he fails to die, then he himself has a fetich stronger than the spirit that was trying to induce his death. In this murderous superstition the natives have absolute confidence.

RELIGION OF THE SLAVE: When the Bantu slave was brought to America he brought with him all the superstitions, all the wild savagery of his religion. One does not need to go far to find that this religion still has its remnants in the life of the negro race of to-day. In particular the fetich held sway among these benighted

people--as is still exemplified inthe carrying of the rabbit foot and other relics for the sake of warding off evil. "Not only did this religion of the fetich endure under slavery, it grew. It was a secret religion that lurked thinly covered in slavery days, and that lurks today beneath the negro's Christian professions as a white art, and among non-professors as a black art; a memory of the revenges of his African ancestor." Thousands of negroes still believe implicitly in hoodoos, spirits, witchcraft, ghosts. Hoodoo or Voodoo (French Creole Vaudois--the witchcraft of the Waldensians) is no more nor less than the survival of the black art, against which a fetich or charm must be carried.

"And you's got a rabbit foot to drive away the Hoodoo!"

VAUDOUX WORSHIP: Voodooism has florished in Hayti to a greater extent than elsewhere. According to the Arada negroes, who are the true sectaries of the Vaudoux in the colony, who maintain its principles and its rules, Vaudoux signifies an all-powerful and supernatural being, on whom depend all the events which take place in the world. This being is the non-venomous serpent, and it is under its auspices that all those assemble who profess this doctrine. Acquaintance with the past, knowledge of the present, prescience of the future, all appertain to this serpent, that only consents, however, to communicate his power and prescribe his will through the organ of a grand priest, whom the sectaries select, and still more by thatof the negress whom the love of the latter has raised to the rank of high priestess.

These two delegates, who declare themselves inspired by their god, or in whom, in the opinion of their followers, the gift of inspiration is really manifested, bear the pompous names of King and Queen, or Master and Mistress, or Papa and Mama (corrupted by the Haytians into Papaloi and Mamaloi). They are during their whole life the chiefs of the great family o the Vaudoux, and they have a right to the unlimited obedience of those that compose it.

It is they who decide if the serpent agree to admit a candidate into the society, and who prescribe the obligations and the duties he is to fullfill; it is they who receive the gifts and presents which the god expects as a just homage. To disobey them, to resist them, is to disobey God himself, and to expose oneself to the greatest misfortunes.

This system of domination on the one hand and of blind obedience on the other being well established, they at fixted dates meet, and the king and queen of the Vaudoux preside, following the forms which they probably brought from Africa, and to which Creole custom have added many variations, and some traits which betray European ideas; as, for instance, the scarf or belt which the queen wears at these assemblies, and which she occasionally varies.

The reunion for the true Vaudoux-worship, for that which has least lost its primitive purity, never takes place except secretly, in the dead of night, and in a secure place, safe from any profane eye. There each initiated puts on a pair of sandals and fastens round his body a number, more or less considerable, or red handkerchiefs, or of handkerchiefs in which that colour predominates, The king of the Vaudoux has finer handkerchiefs and in greater number, and on that is entierely red with which he binds his forehead as a diadem. A girdle, generally blue, gives the finishing stroke to the tokens of his resplendent dignity. The queen, dressd with simple luxury, also shows her predilection for the red colour, which is generally that of her sash or belt.

The king and queen place themselves at one end of the room, near a kind of altar, on which is a box where the serpent is kept, and where each adept can see it through the bars of its cage.

When they have verified that no curious stranger has penetrated into the place, they commence the ceremony by the adoration of the serpent, by protestations of being faithful to its worship, and entirely submissive to its commands. They renew, holding the hands of the king and queem, the oath of secrecy, which is the foundation

of the association, and it is accompanied by everythin horrible which delirium could imagine to render it more imposing.

When the followers of the Vaudoux are thus prepared to receive the impressions which the king and queen desire them to feel, they take the affectionate tone of a tender father or mother; vaunt the happiness of those who are devoted to the Vaudoux; exhort them to have confidence in them, and to give the proofs of it in all the most important circumstances of their lives.

Then the crowd separates, and each one who may desire it, and according to his seniority in the sect, approaches to implore the aid of the Vaudoux. Most of them ask for the talent to be able to direct the conduct of their masters. But this is not enough; one wants more money; another desires to reattach an unfaithful lover; this one wishes for a prompt cure or long life; an elderly female comes to conjure the god to end the disdain with which she is treated by the youth whose affection she would captivate; a youn one solicits eternal love, or she repeats the maledictions that hate dictates to her against a perderred rivel. There is not a passion which does not give vent to its vow, and crime itself does not always disguise those which have for object it success.

At each of these invocations, the king of the Vaudoux appears absorbed in thought; the spirt seizes him; suddenly he takes hold of the box in which the serpent is confined, places it on the ground, and commands to stand on it. As soon as the sacred ark is beneath her feet, the new Pythoness is filled by the spirit of the god; she trembles, all her body is in a state of convulsion, and the oracle speakes by her mouth. Now she flatters and promises happiness, now she bursts into reproaches; and according to her interest, her wishes or her caprice, she dictates as decrees without appeal everything which she is pleased to prescribe in the name of the serpent to this imbecile crowd, that never expresses the slightest doubt of the

most monstrous absurdity, and that only knows how to obey what is despotically dictated to it.

After all the questions have received some kind of an answer from the oracle, many of which are not without amniguity, they form a circle, and the serpent is again placed on the altar. Then his followers bring as tribute the objects they think most worthy; and that no jealous curiousity should raise a blush, the offerings are placed in a covered hat. The king and queen then promise that the offerings shall be accepted ny their god. It is from this collection that the expenses of the meetings are paid, that aid is afforded to absent members, or to those present who may be in want, or to others from whom the society may expect something in favour of its glory or renown.

They now propose and settle their future plans, they consider what is to be done, and all this as declased by the queen as the will of the god. Often these plans have not for their object either good order or public tranquillity. A fresh oath, as execrable as the first, engages each one to be silent as to what has passed, to aid in what has been settled; and sometimes a vase in which there is the bllod of a goat, still warm, seals on the lips of those presnet the promise to suffer death rather than reveal anything, and even to inflict it on any one who may forget that he is thus so solemnly bound to secrecy.

After these ceremonies commences the dance of the Vaudoux.

VAUDOUX DANCE: When a new member is being initiated The Papaloi with some black substance traces a large circle, and in this the novice is placed; a packet of herbs, horse-hair, pieces of horn, and other tridling objects is put into his hand. Then lightly touching him on the head with a wooden wand, the Papaloi thunders forth an African song, which is repeated in a chorus by those who stand around the circle; then the member begins

to tremble and to dance, which is called to practise Vaudoux. If unhappily excess of excitement makes him leace the circle, the song immediately ceases, and the king and queen turn their backs on him to avert the evil omen. The dancer recollects himself, re-enter the circle, tembles, drinks, and arrices at length at so convulsive a state, that the priest orders him to stop by striking him lightly on his head with a wand, or, if that signal be not attended to, with a heavy kourbash. He is then taken to the altar to swear secrecy, and from that moment he belongs to the sect.

This ceremony over, the king places his hand or his foot on the box in which the serpent is confined, and soon becomes agitated. This impression he communicates to the queen, and from her it gains the whole crowd, and every one commences certain movement, in which the upper part of the body, the head, and shoulders, appear to be dislocated; the queen above all is a prey to the most violent agitation. From time to time she approaches the serpent in order to add to her frenzy; she shakes the box, and the hawk-bells attached to it sound like a fool's bauble, and the excitement goes on increasing. This is augmented by the use of spirituous liquors, which the adepts do not spare. With some, fainting fits follow; with others, a species of fury; but a nervous trmbling seizes them all, which they appear unable to master. They go on spinning roung, and in their excitment some tear their cloths, others bite their own flesh; then again many fall to the ground utterly deprived of consciousness, and are dragged into neighbouring dark apartment. Here in the obscurity is too often a scene of disgusting prostitition. At length lassitude puts a end to these demoralising scen s, to be renewed again at a date whichis carefully settled beforehand.

In the United States there is no such organization as in Hayti but the above practices are carried out to some extent but mixed with other forms of superstitions and varying in different localities.

KNOW ALL MEN BY THESE PRESENTS, THAT I, Joseph Hergesheimer, of the city of Westchester, state of Pennsylvania, for and in consideration of the sum of fifteen hundred dollars ($1500.) lawful money of the United States paid by David W. Griffith of Los Angeles, state of California, to me before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby sell, assign, bargin, convey, grant and transfer, and by these presents have sold, assigned, bargained, conveyed, granted and transferred to David W. Griffith, his successors and assigns, the sole, exclusive and complete motion picture rights, throughout the world, to a composition by me entitled "WILD ORANGES", and the sole, exclusive and complete right, license, liberty and privilege forever to take, make, manufacture, produce, reproduce, sell, lease, release, license, generally deal and traffic in, exhibit or cause to be exhibited, motion pictures based upon or taken from the aforesaid composition, or from any theme or adaptation thereunto appertaining.

AND I do further grant to the said David W. Griffith, his successors and assigns, the right to obtain copyright in all countries throughout the world, upon the motion picture photoplays or motion pictures not photoplays based thereon, and the right to give to its authorized lessees proper copyright protection.

AND I do further authorize and permit the said David W. Griffith, his successors and assigns, to make such changes in the aforesaid composition as he may deem expedient in order to cause it to conform to the demands of motion pictures, on the full understanding that I am given credit as author on the films and advertising matter used in conjunction with the motion pictures.

AND I do further authorize and empower the said David W. Griffith, his successors and assigns, to institute and to prosecute such proceedings as he may deem expedient to protect the rights herein conveyed and to effect the recovery by him of damages and penalties for the infringement of such rights, and to secure to him the full benefit of this agreement, and for such purpose or purposes to use my name.

AND I do for myself, my heirs, executors and administrators, hereby represent, warrant and guarantee;

1. That I am the sole and exclusive owner of the dramatic and motion picture rights throughout the world in and to the aforesaid composition, and in and to every part thereof.

2. That I have the right to obtain copyright upon the said composition in all countries throughout the world, and that such right is in no way defective, insufficient or inadequate.

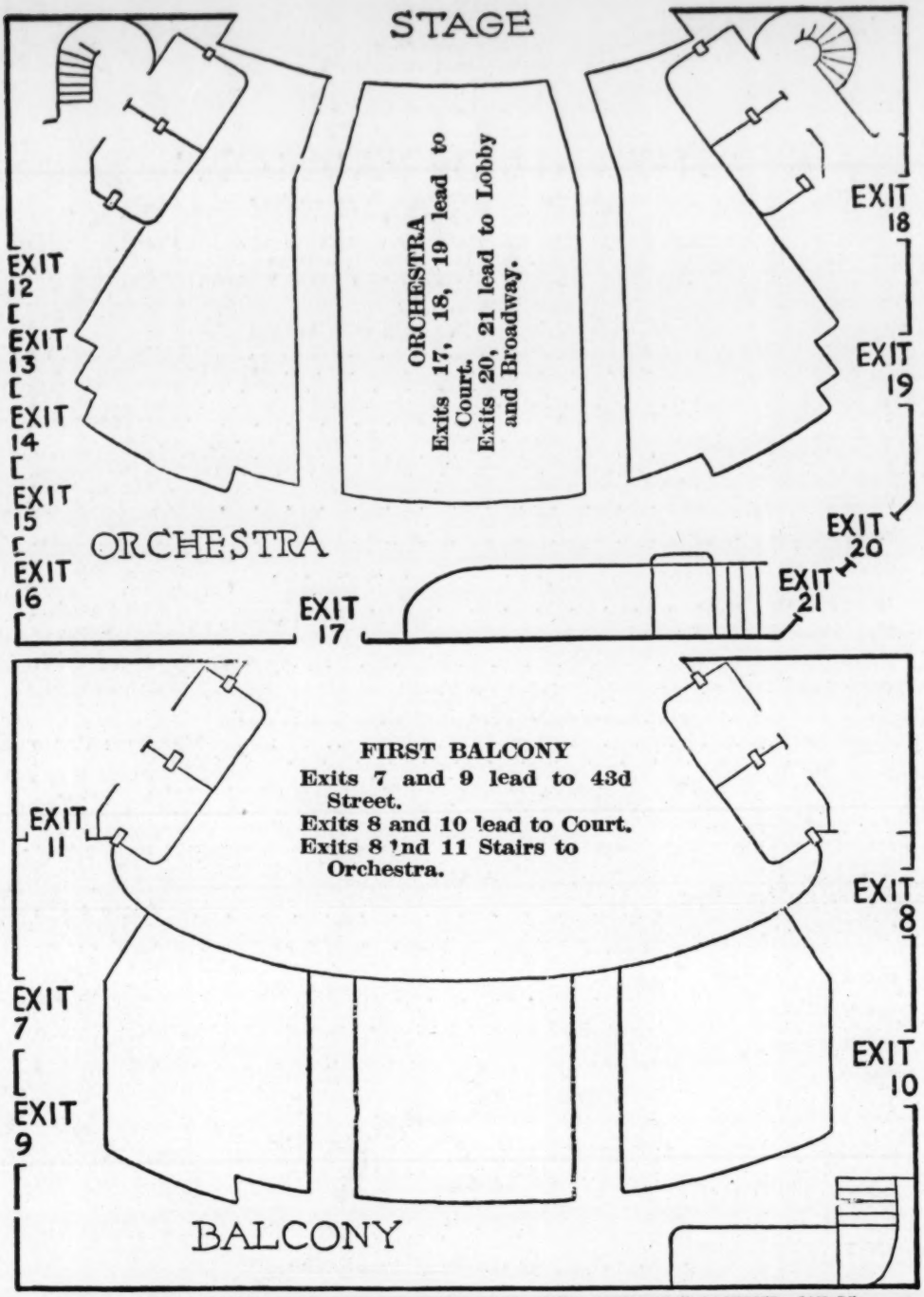
3. That the title of the aforesaid composition is such as may be used in connection with the motion pictures photoplays or motion pictures not photoplays based upon the aforesaid composition.

4. That the aforesaid composition is original with me in all respects, and that no incident therein described is based upon or taken from any other composition whatsoever, be it literary, dramatic, or photographic.

AND I do further agree that I will not in any manner whatsoever execute any other agreement in conflict herewith, or in any way attempt to incumber the rights herein granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 1919.

(Sgd) JOSEPH HERGESHEIMER



THIS THEATRE, UNDER NORMAL CONDITIONS, WITH EVERY SEAT OCCUPIED, CAN BE EMPTIED IN LESS THAN THREE MINUTES. LOOK AROUND NOW. CHOOSE THE NEAREST EXIT TO YOUR SEAT, AND IN CASE OF DISTURBANCE OF ANY KIND, TO AVOID THE DANGERS OF PANIC, WALK (DO NOT RUN) TO THAT EXIT.

THOMAS J. DRENNAN, FIRE COMMISSIONER

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TUESDAY EVENING, MAY THE THIRTEENTH
NINETEEN HUNDRED AND NINETEEN
AT EIGHT FORTY-FIVE O'CLOCK

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EVERY EVENING AT EIGHT THIRTY
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ALBERT L. GREY
General Manager

FOREWORD

THE people in the days of Babylon lived the same, worked the same, loved the same, as we of today. When you see this play you may imagine the scenes are in your own city, your own street corners, your own familiar squares; imagine the people of the story are your own people. You may imagine the invaders are destroying your own country, even as the Huns did Belgium, only there was no one to take up the fight for the Babylonians, and they were trampled forever into the dust. Their sorrows and sufferings, sacrifices and loves, have come down through these many years.

Therefore have in your heart a little tear, a little sympathy, a little pity for those who have been so long in the tomb of days gone by.

BABYLON
(EARLY CIVILIZATION)

For nearly two thousand years Babylon was the center of the world's civilization. Her script and her language were known in Egypt and on the shores of the Mediterranean, and were the universal medium of communication between educated men. She was the bank and emporium of the East, and in the age of her splendor, with her daughter states about her, dominated the thoughts of mankind. What Rome has been, that Babylon was—"the glory of kingdoms, the beauty of the Chaldees' excellency." (Isaiah 13, 19.) Her ruins are still wonderful; but she has left us spiritual ruins, too, and these are yet more strange. The debt of ancient Israel to Babylon was enormous. The code of Hammurabi (B. C. 2200) may well have influenced the Mosaic code; the angelology of later Jewish Scriptures was Babylonian in origin; the stories of Creation, the Fall, and the Deluge, are of Babylonian ancestry. Little wonder if, when the end came, and she fell, a cry went through the earth that had once feared her power, her pride, her universal empire—"Babylon is fallen, is fallen!" (Isaiah 21, 9.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

Second Offering

Beginning Monday Evening, July 21, 1919

D. W. GRIFFITH

Personally Presents His

"THE FALL OF BABYLON"

A Purple Romance of an Ancient Day

(In Two Acts)

Interspersed with Dramatic Action and Ensemble Numbers
Dances Staged by Allan K. Foster
Orchestra under the direction of Earl Schwartz.

CHARACTERS AND PLAYERS ON THE SCREEN

The High Priest of Bel	Tully Marshall
The Mountain Girl	Constance Talmadge
The Rhapsode	Elmer Clifton
Prince Belshazzar	Alfred Paget
Nabonidus, King of Babylonia	Carl Stockdale
Attarea, Favorite of Belshazzar	Seena Owen
Attarea's Slave	Loyola O'Connor
Cyrus	George Siegmann
The Mighty Man of Valour	Elmo Lincoln
Charioteer of Cyrus	James Curley
Babylonian Mother	Kate Bruce
Babylonian Dandy	Howard Scott
Girls of the Marriage Market	Alma Rubens Ruth Darling Margaret Mooney
Babylonian Judge	George Fawcett
Favorites of the Harem	Mildred Harris Chaplin Pauline Stark
Favorite of Egibi	Winnifred Westover

PLAYERS ON THE SPEAKING STAGE

Soprano	Margaret Fritts
Tenor	Samuel Critcherson
Dancer	Betty Kaye

Slave Girls: The Misses Burns, Blaine, Young, Hunter, Branscombe, Davenport, Richare, Cooney, Orloff, Milner, Sheppard, Wagner, and KYRA.

Act I.

ON THE STAGE
Introduction . . . . . Betty Kaye
ON THE SCREEN
Babylon—"The glory of kingdoms, the beauty of the Chaldees' excellency."
ON THE STAGE
Shawl Dance . . . . . KYRA, Betty Kaye and Ballet
ON THE SCREEN
The High Priests conspire with Cyrus to overthrow Belshazzar.
ON THE STAGE
Duet—"Love, Love, Love." . Margaret Fritts and Samuel Critcherson
ON THE SCREEN
The hordes of Cyrus descend on Babylon.

INTERMISSION OF TEN MINUTES

Act II.

ON THE STAGE
A Hall in Babylon. Ensemble.
Song—"The Mountain Maid." . . . . . Margaret Fritts
ON THE SCREEN
Persian Army is repulsed by the Babylonians.
ON THE STAGE
Dance of Undulation . . . . . KYRA
ON THE SCREEN
The Feast of Belshazzar is at its height when Babylon falls.

Sail – Fon
Opening Mon. July 21/19
Fall of Babylon

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OF
COUNCIL OF NATIONAL DEFENSE
NEW YORK STATE DIVISION

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" John Ward - " " "
Mr Stuart G. Gibboney - 165 Bdway
Mr Harrison Rhodes - 222 W. 59
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Judge + Mrs Fernand Hoffenheimer, Colonial Life Ins. Co. Jersey City, N.J.
Robt. L. Moran - Pres. - Bd of aldermen, City Hall Jersey
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Mr. + Mrs. Myron Hill, 43 West 9th St ~~15 Madison Av N.Y.~~
Dr. John Haynes Holmes - Park Av + 34th St. N.Y.
Rev J. Howard Melish - 126 Cerrepont Av. Brooklyn.
Mr. + Mrs. Walter Gibb - 201 Columbia Heights Brooklyn.
Miss Emma Frohman - 145 W. 79th St. N.Y.
Mr. James D. Fessenden - 124 E 79th St. N.Y.C.
Dr. Ben Witt Key - 180 W. 59th St [redacted]
Mr + Madame Alberto - Carnegie [redacted] N.Y.

WOMAN'S COMMITTEE
OF
COUNCIL OF NATIONAL DEFENSE
NEW YORK STATE DIVISION

~~Miss Mrs. Robert Lawrence Bigelow~~

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 21, 1919.

Yankee Doodle Film Co.,
191 Goldengate Ave.,
San Francisco, Calif.
Attention Miss F. Rubenstein.

Dear Miss Rubenstein:

This is to acknowledge receipt of your letter of July 16th, enclosing a check for $250.00 due me as dividends.

Yours very sincerely,

ECB/BB

July 21, 1919.

Kerckhoff Cuzner Mill & Lumber Co.,
201 Kerckhoff Bldg.,
6th & Main,
Los Angeles, Calif.

Gentlemen:

We are handing you herewith our check for $935.81. in payment of our purchases from you for the month of February. If agreeable to you, each week hereafter we would like to remit to you for the purchases of one month; that is, the check herewith will apply on our business for the current week, but on the week ending August 2d, we will give you a check for March purchases and on week ending August 9th a check for the April purchases,- August 16th for May purchases, etc., until your account will have been liquidated. In this way in six weeks' time the account will be brought down to date and the expense will be distributed over six weeks of business.

Yours very truly,

D. W. GRIFFITH STUDIO,

Manager.

ECB/BB

July 21st 1919.

Mr. W. E. Burlock,
Hotel Savoy,
London, ENGLAND.

Dear Mr. Burlock:

I enclose herewith copy of letter which was sent to Mr. Griffith by the War Office Cinematograph Committee. You will note they state therein that they have handed you 11000 pounds for distribution. On the basis of this Mr. Griffith should have received 60% of this amount, or 6600 pounds as below -

Paid to you			11000 pounds
Famous Players	40%	4400 pounds	
D.W.Griffith	60%	6600 pounds	

However, instead of receiving 6600 pounds I have only received the following:

Jan 16. -	$9516.65	about	2000 pounds
Jan 30. -	5708.65	"	1200 "
Jun.20. -	4623.25	"	1000 "
	$19,848.55		4200 "

You will see that there is a discrepancy amounting to 1400 pounds between 60% due and the amount which I have received. In January last you wrote me that you had received 7000 pounds, of which you had paid the Famous Players their 40%, equal to 2800 pounds, also 1390 pounds in payment of prints, but if you paid the Famous Players 2800 pounds our share of this amount should be 4200 pounds, although we only received out of this payment 3200 pounds. This is no doubt caused by you deducting the amount which you paid for the prints, but this payment for prints should not come out of Mr. Griffith's share. The prints should be paid for by the W.O.C.C. direct to the Famous Players as their part of the expense.

If you refer again to the above figures you will note that the difference between what Mr. Griffith's share should be

and what I have received (1400 pounds) is almost exactly what you paid for prints, in other words, it looks as though these prints were paid out of Mr. Griffith's 60% , but if so, it is very wrong and should be adjusted at once.

Will you please send me a statement showing the disposition of the 11000 pounds which the W.O.C.C. claim they have turned over to you for account of Mr. Griffith, as without this information on your part I cannot give them a receipt in full as they request.

Hereafter, when you receive monies from the W.O.C.C. please send me a statement showing the exact distribution of the full amount received.

It seems that we are again having trouble in getting statements from you in order to keep our records accurate. I would advise that you attend to this matter at once as it is important for anyone handling accounts abroad to make and return prompt and accurate statements, especially if the relationship is to continue on this or other matters.

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

~~Government~~ Gives vouchers.

July 21/19

STATEMENT

D. W. GRIFFITH PRODUCTIONS
REPERTORY SEASON

TO THE NATIONAL BOARD OF REVIEW.

To Special expenses in connection with Censorship and Publicity activities, including the Convention of the National Education Association in Milwaukee, Wisconsin and the convention of the American City Bureau's Chamber of Commerce at Eaglesmere, Pa.....$400.

Received Payment

Sam A. Lewisohn, Treasurer

by M Nagel

Paid by DWG.

C. A. SCHALLENBERGER J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

7

July 21st, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

RE: Policy #57201 "National Union"

Attention Mr. Bidwell,

Gentlemen:

We take pleasure in handing you herewith the above numbered policy renewing policy #56135 "National Union" expiring on August 10th, which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By W. M. Campbell

KNOW ALL MEN BY THESE PRESENTS, That WARK PRODUCING CORPORATION, of New York City, N.Y., United States of America, has made, constituted and appointed, and by these presents does make, constitute and appoint

(a) THE MEDAL FILM COMPANY of #1476 Broadway, New York City, its true and lawful attorney in its name, place and stead to register with the Republic of Cuba, the artistic and literary rights of the motion picture photoplay entitled "INTOLERANCE", and in its name, and at the said Medal Film Company's own cost and expense, prosecute and take all steps necessary in the premises against any and all persons infringing in said Territory upon the copyright so registered.

IN WITNESS WHEREOF, the WARK PRODUCING CORPORATION has hereunto caused its corporate seal to be affixed, and the same to be signed by its President, this 21st day of July, 1919.

WARK PRODUCING CORPORATION,

By Albert H. T. Banzhaf

President.

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this 21st day of July, 1919, before me personally appeared ALBERT H.T.BANZHAF, to me known, who, being by me duly sworn, did depose and say; that he is the President of the WARK PRODUCING CORPORATION, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Gertrude Dennean,

Notary Public, Kings County 189
Register 1077

Los Angeles, Cal.
July 22, 1919

Mr. Alvin C. York,
Pall Mall, Tenn.

Dear Mr. York:

One of my agents has been taking motion pictures of the Methodist Centenary in Columbus. This is a work of charity and the finished pictures are to be shown in the Methodist churches throughout the country free of all cost to them.

Through this young man I learned of your strong character and principles in refusing large sums of money and standing for what you consider just principles.

I also am from Kentucky; raised in the old stern faith of honor and principle in my youth. While I don't claim to hold exactly your opinions, anyone who has principles and stands by them is such a rare and wonderful personage in these days that I wish to offer you my admiration and congratulation.

Believing that this stand and indifference to the Almighty Dollar will win you great fame and immortality, I am, with best wishes

Most sincerely,

DWG-W

Los Angeles, Cal.,
July 22, 1919.

Rev. R. C. Pile,
Pall Mall, Tenn.

Dear Sir:

I have written Sergeant York concerning his stand against selling his well-earned reputation for money in the motion picture or other fields of publicity.

If the article is true as printed, that you also stood out for him in this, I am writing you in admiration of your firm stand.

While I hold different opinions and a different outlook, being in the motion picture business myself, I still am filled with admiration for any people whose principles are so strong and steadfast they cannot be bought by money or cheap fame.

I have so written Sergeant York congratulating him on the strength of character he has shown. This example is very beautiful to behold in our modern American life when such rare instances of this kind are met with.

Yours sincerely,

DWG-W

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
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SAN FRANCISCO, CALIF.

July 22, 1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
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"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E. C. Bidwell
c/o D. W. Griffith Studios
4500 Sunset Blvd
Los Angeles, Cal.

My Dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two Hundred and Fifty Dollars - ($250) - covering your share, or 5% of a 5% disbursement ($5000) on YANKEE DOODLE.

Please acknowledge receipt of same to the undersigned.

Yours truly,

YANKEE DOODLE FILM CO.

By Fruhmann

EC.
Enc.

TRAVERS. July 22, 1919.

By Sara Dean.

Synopsis:-

Travers, an Indian-Army surgeon, sees his foster-sister, who has married an old general, give way to kleptomania and take jewels at a select bridge party. To save the old general and his wife from disgrace, Travers refuses to tell what he knows about the affair, and is himself blamed for the robbery. He is drummed out of the army, comes to America, and becomes embittered - until, at last, he resolves that, having the name, he might as well play the game.

On the night of the San Francisco earthquake, he enters the room of a society girl with the intention of stealing valuable jewels. The girl is engaged to an all but worthless society chap with an eye for the main chance. She wakes up and recognizes Travers as a man she has seen dining at one of the hotels, and with whose personality she has been impressed. She demands to know why he is a thief.

Before he can complete the burglary, the earthquake shakes down the house, killing the girl's aunt. Travers takes her with him to the safety of the parks, where he erects a shelter for her, steals the necessary provisions and protects her through the days and nights of confusion. He recalls his long un-used knowledge of surgery, and the girl helps him with some of the difficult cases. Among the victims of the earthquake that are brought to the tent is the kleptomaniac foster-sister, who has lost her life through having the stolen rings chopped from her fingers by a ghoul. As she dies, she says enough to Travers to give the girl the clue concerning his fall from position.

Travers goes with the girl to secure money and valuable papers from the safe in her aunt's downtown business office. There she finds her former fiance, who has gone with his mistress - one of the office stenographers - to steal the unidentifiable securities. Travers, the girl and her fiance are caught by the fire. Before they are overcome by the fumes, Travers attempts to save the girl from the agonies of death by chloroforming her, only to find that the fiance has himself secured the anaesthetic and used it all to save himself from agony, by suicide.

Through a quirk of fate, the flames leave the second story of the building untouched, so that the next day Travers and the girl are found, all but unconscious, and brought back to life and health.

Travers makes a clean breast of his past to former friends, only to have them condemn him, because he has admitted he finally sank to actual burglary. But, after he has left them again, determined to fight back to the station he has lost, the girl comes to him for the happy ending.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 22nd 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I am enclosing herewith clippings taken from the Sunday Herald of July 13 and July 20th with reference to the atrocities committed by the Japanese in Corea. As the far Eastern situation is very much in the minds of the public I believe that this subject would make an extremely interesting and live topic for discussion if done by you. Of course this may be contrary to Washington's ideas on the subject, but that might be inquired into before proceeding. The Japanese certainly are very unpopular and a strong picture on this missionary situation I believe would be extremely popular in this Country and at the same time work along the ideas of the Methodist conference regarding missionary work. If interested I believe I could secure a full report from the Rev. Dr. Gulick referred to in the above articles.

It has also come to my mind that in doing pictures for the First National it might be an advantage to do some old well known stories on which the copyright has expired, such as "John Halifax Gentleman" or some of the Dickens' or Thackery stories, or possibly some of the old American authors, perhaps "Ichabod Crane" or "THE Scarlet Letter". I suggest these old stories for the reason that you are selling these pictures outright to the First National and in case others would picturize the same stories you would not need to worry as to their future financial competition. Some of these old stories could be modernized if deemed advisable and I should judge that Bobby Harron would make a splendid Ichabod Crane and the story would make a great hit.

With kindest regards, I remain

Very truly yours,

Albert H. Banzhaf

AHTB/GD
Enc.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

July 22, 1919.

Dear Mr. Griffith:-

I enclose a formal call for the payment of another installment of 15% of the subscription for the $100,000.00 of the preferred stock of the United Artists Corporation. This involves your sending me your check for $15,000, for the account of the United Artists Corporation. A similar call is being made upon the other artists.

As you know, the Corporation has established seventeen exchanges, or distributing depots, throughout the country which involve additional expenditures and, then again, the second installment of the retainer to your General Counsel for the year 1919 is now past due.

As you know, also, only one picture is being distributed now by the United Artists Corporation, which is, of course, insufficient to carry for the time being the overhead and organization expenses. As soon as other pictures are available the percentage of the cost of distribution will be greatly reduced and the Corporation will, of course, be put on a profitable basis.

It is just possible that I may run out to California, leaving here on the 25th of July and shall see you and the other artists about a very important matter, affecting your interests. If I succeed in getting away, I shall reach Los Angeles on the 29th.

With kindest regards, I am

Sincerely yours,

W G McAdoo

D. W. Griffith, Esq.,
Hollywood,
California.

WGM-V.

July 22, 1919.

Pursuant to a memorandum of agreement dated February 5th, 1919, between Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (known as Mary Pickford) call is hereby made upon each of the above named persons for payment to the undersigned of fifteen per cent (15%) of the amount of their respective subscriptions of $100,000.00 each to the Preferred Stock of the United Artists Corporation. You will please send your check for the amount of the call ($15,000.00) to the undersigned at the address given below.

M Lucadao

120 Broadway, New York, N. Y.

To David W. Griffith, Esq.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

July 22nd 1919.

Miss Agnes Wiener,
c/o Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Miss Wiener:

In reply to your favor with reference to letter of June 4th from the War Office Cinematograph Committee to Mr. Griffith regarding "Hearts of the World" in London, I beg to enclose herewith copy of letter which Mr. Epping and I prepared and which I have sent to Mr. Burlock, which letter I wish you would show to Mr. Griffith so that he may be fully advised thereof.

I also enclose credit memorandum of the $ 4,623.25 which was the last item received from Burlock and which sum I deposited in Mr. Griffith's personal account at the Central Trust Company in New York. Mr. Griffith should draw a check for this amount on his account with the Central Trust Company to the D.W.G. Corporation and forward the same to me, since we have treated the D.W.G. Corporation as the owner of Mr. Griffith's London interests in consideration of the D.W.G. Company having advanced the sum of $51,619.26 on account of "Hearts of the World" picture while Mr. Griffith was in London. The former amounts as shown in my letter to Burlock and which were received from him have been deposited or credited to the D.W.G. Corporation in keeping with this plan. Therefore if Mr. Griffith sends the check for the above-mentioned amount this account will be kept consistently with the above plan.

With best regards to you and the Studio force, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB.GD
Enc.

TIMES

THE SCREEN

"The Fall of Babylon," the second offering of D. W. Griffith's repertory season at the George M. Cohan Theatre, was presented last night. It is the Babylonian episode from Mr. Griffith's "Intolerance," somewhat amplified, and exhibited in a setting of singing and dancing numbers that go to make up an elaborate program.

Many, no doubt, will recall the Babylon of "Intolerance," its magnificent staging, its sweep and scope and action, its fullness of size and richness of detail. It is the work of Griffith, the maker of spectacles. The seige of Babylon can be staged nowhere but on the screen and has been done by no one save him. And also the Feast of Belshazzar, the marching hordes of Cyrus, and the City of Babylon itself.

tI is not only in size, however, that "The Fall of Babylon" is impressive. In making it, Mr. Griffith is said to have sought accuracy of setting, and there is testimony that he has reproduced the people and life of Babylon as it is known to students today. Certainly his pictures seem to have been made from originals. Also, Mr. Griffith has not overlooked the individual actor. Constance Talmadge, as the mountain girl who loves Belshazzar as her demi-god and tries to save his city, is convincing as a character, and Tully Marshall, as the treacherous High Priest of Bel, does work comparable with his striking performances. Alfred Paget, as Belshazzar; Seena Owen, as his Princess; George Siegmann, as Cyrus, and Elmer Clifton, as The Rhapsode, who loves the mountain girl, are all individuals that stand out from the crowds.

But still the picture is of crowds, and great walls, and men in combat. It is primarily a spectacle. The story does not get started quickly, and develops little dramatic power until near the end. The spectators are held by the tremendous scenes and the enveloping action. The final incidents of the story come crowding upon each other—the treachery of the Priest of Bel, the frantic attempt of the mountain girl to thwart it, the successful entrance of the Persians, the futile resistance by the Babylonians, and the death of Belshazzar and his Princess, and the dramatic interest is suddenly carried to a climax.

"The Fall of Babylon" is distinct in character from "Broken Blossoms." Its appeal is through a different channel, but is peculiarly a work for the motion-picture camera.

The dancing and singing numbers interspersed throughout the program enhance the effect of the whole, though their interruptions might impair a more compactly knit story than that of the photo-spectacle whose atmosphere they intensify. Most prominent among the dancers is Kyra, a most unusual person of apparently flexible bones. She has a Shawl Dance that won applause for its grace, and a Dance of Undulation that bewitched, or perhaps bewildered, the spectators. She seemed truly a human snake in it. Betty Kaye was effective in another dance, and two numbers were pleasingly sung by Margaret Fritts and Samuel Critcherson.

The only irritating feature of the program was made by the blinding purple lights turned on in the eyes of the spectators between the acts.

7/22/19 (6)

HERALD

"FALL OF BABYLON" ON SCREEN WITH ENTR'ACTES ON STAGE

GEORGE M. COHAN'S THEATRE.—THE FALL OF BABYLON, a photo drama, interspersed with dramatic action and ensemble numbers, produced by D. W. Griffith.

High Priest of Bel.....Tully Marshall
Mountain Girl.....Miss Constance Talmadge
Rhapsode.....Elmer Clifton
Prince Belshazzar.....Alfred Paget
Nabonidus.....Carl Stockdale
Attarea.....Miss Seena Owen
Attarea's Slave.....Loyola O'Connor
Cyrus.....George Siegmann
Mighty Man of Valour.....Elmo Lincoln
Charioteer.....James Curley
Babylonian Mother.....Miss Kate Bruce
Babylonian Dandy.....Howard Scott
Girls of Marriage Market..Miss Alma Rubens, Miss Ruth Darling, Miss Margaret Mooney.
Babylonian Judge.....George Fawcett
Favorites of the Harem..Miss Mildred Harris Chaplin, Miss Pauline Stark.
Favorite of Egibi.....Miss Winnifred Westover

D. W. Griffith presented the second photoplay of his repertory season in George M. Cohan's Theatre last night by projecting "The Fall of Babylon" on the screen and giving variety to the picture by introducing a ballet, Babylonian and Egyptian dances, songs and scenes in pantomime on the stage. The photoplay was the Babylonian part of "Intolerance," a spectacle which he showed more than two years ago.

Before the big feture was revealed New York, the modern Babylon, was pictured in a series of scenes which the camera had taken with rare discrimination from the city's crowded places.

As a pageant of an ancient day the screen drama reminds one of the famous director's finest achievements. The Persian attack on Babylon, the resistance of Belshazzar's army, the mighty walls on which chariots raced and men fought, the repulse of the hordes of Cyrus, the feast of celebration, the return of Cyrus' army and his triumph through treachery and jealousy on the part of Babylonian priests were made visual with wonderful charm and historical accuracy. Incidents of the feast and the revel alone provide more entertainment than is found in the usual feature film.

Alfred Paget as Belshazzar, Miss Seena Owen in the part of his Princess, Tully Marshall as the treacherous High Priest of Bel, Elmo Lincoln, Miss Constance Talmadge, Miss Mildred Harris (now Mrs. Charlie Chaplin) and Misses Pauline Stark, Alma Rubens, James Curley and Winnifred Westover were other principals. Miss Talmadge was elevated to stardom because of her interpretation of the mountain girl in this picture.

When the stage scenes were to be introduced a row of blinding purple lights across the stage would cut the audience in the face for a few minutes and the the screen would disappear and the characters from the story would appear in person. In this manner the dance of life in the picture was followed by a shawl dance given by Kyra, Miss Betty Kaye and a ballet. Miss Margaret Fritts and Samuel Critcherson as the mountain girl and Rhapsode, her lover, sang a love duet after one of their screen scenes. Kyra's dance of undulation won the most emphatic applause accorded any of these scenes.

Although delicately done, these incidents interrupted the continuity of the picture and meant nothing. After the intermission a Babylonian dance invited comparison with ensembles in big scenes in "The Ziegfeld Follies" and Charles Dillingham's gorgeous ballets at the Hippodrome and suffered by the comparison. If this was Babylon's luxurious femininity oh, give us New York's!

MORNING TELEGRAPH

'FALL OF BABYLON' SHOWN AT COHAN

David Wark Griffith's Second Repertory Offering Wins Praise From Silent Drama Admirers.

AN ANCIENT DAY ROMANCE

Former Secretary of Treasury and Mrs. William G. McAdoo Among the Many Invited Guests.

GEORGE M. COHAN THEATRE—"The Fall of Babylon," a film romance of an ancient day, produced by David Wark Griffith.

The Cast.

The High Priest of Bel.....Tully Marshall
The Mountain Girl.....Constance Talmadge
The Rhapsode.....Elmer Clifton
Prince Belshazzar.....Alfred Paget
Nabonidus, King of Babylonia..Carl Stockdale
Attarea, favorite of Belshazzar....Seena Owen
Attarea's Slave.....Loyola O'Connor
Cyrus .....George Siegmann
The Mighty Man of Valour.....Elmo Lincoln
The Pharisees.....{ Baron Von Ritzan / Count Von Stroheim
Charioteer of Cyrus.....James Curley
Babylonian Mother.....Kate Bruce
Babylonian Dandy.....Howard Scott
Girls at the Marriage Market { Alma Rubens / Ruth Darling / Margaret Mooney
Babylonian Judge.....George Fawcett
Favorites of the Harem..... { Mildred Harris / Pauline Stark
Favorite of Egibi.....Winnifred Westover

By LOUELLA O. PARSONS.

Every one thought all the surprises of the Griffith repertory were turned loose when "Broken Blossoms" made its debut as the premier attraction of his motion picture season. All of which goes to prove it is never safe to have any advance ideas, for, although we were only promised an amplification and a revised edition of "Intolerance" under the title of "The Fall of Babylon," we were certainly given far more last night at the opening of the second of the series of the Griffith repertory at the Geo. M. Cohan Theatre.

For instance, there was Kyra, the Egyptian contortionist and snake dancer. Not many people in the audience had any idea there existed a human being who could twist herself into so many unlovely and horrifying shapes. Wonderful, of course, she is—so much so, there were gasps of astonishment, although most folk will probably feel one entertainment of Kyra's is sufficiently snaky and uncanny to last a long, long time. Still, the tired business man needs a variety of diversion, and Kyra may just fill that need. There is never any accounting for the masculine taste.

Is More Compact.

But we are digressing from the motion picture part of last night's entertainment and after all this is the only part that really need concern us. Pages have been devoted to the spectacular magnificence of "Intolerance" and in the expurgated film we have it all and much more seeable by reason of its compactness.

There has probably never been a motion picture made which approaches in historical interest and scenic splendor this tale, telling as it does the story of early civilization in Babylon. All of this ancient grandeur, at the time Belshazzar reigned, has been visualized for us, and is entitled to our consideration by reason of its clarity. We are asked for a kind thought by Griffith himself in the foreword.

"Have in your heart a little tear, a little sympathy, a pity for those who have been so long in the tomb of days gone by. They lived the same, worked the same, loved the same as we do today," says Mr. Griffith.

The most colorful sections of the "purple romance" of ancient days are in-[illegible] with dramatic action and en-[illegible] ter, with the orchestral numbers by Earl Schwartz.

Perhaps, after all, David Griffith did a wise thing in bringing back one of his best works, for he cleverly calls to mind how many favorites he has discovered and set on their way to fame. There is Constance Talmadge, who had her first big role as the Mountain Girl in the original "Intolerance," and after seeing Miss Talmadge last night we wondered some one had not discovered her long before Griffith recognized her ability.

The Mountain Girl is the gem of "The Fall of Babylon," and is the best character study in the entire production.

Elmer Clifton as The Rhapsode has since made a big name for himself as a director; Seena Owen as the Princess Beloved, Tully Marshall as the wicked High Priest of Bel, George Seigmann as Cyrus, George Fawcett as the Babylonian Judge and many other famous players played a bit. For instance, Mildred Harris, Pauline Stark and Alma Rubens now starring in their own right, contented themselves with tiny roles in the Griffith picture. There is, you see, a prestige in playing for him.

Not Mentally Wearing.

And as for "The Fall of Babylon"—well, even if you did see "Intolerance," it need not deter you from seeing and enjoying this condensed version. In fact, you will enjoy it more, for it is less mentally wearing, and, then, there is the musical comedy effect introduced by way of relieving the strain which a too intense screen play sometimes more or less conveys.

Besides scores of New York's first nighters who attended last night's showing of "The Fall of Babylon" a few of the invited personal guests of Mr. Griffith included Mr. and Mrs. William G. McAdoo and party, Mr. and Mrs. Nathan Straus, Adolph S. Ochs, Judge and Mrs. Ernest Heppenheimer, Judge and Mrs. Joseph E. Corrigan, Mr. and Mrs. George Gordon Battle, Mr. and Mrs. Frank A. Vanderlip, Mrs. William Guggenheim and party, Mr. and Mrs. W. Bourke Cockran, Mr. and Mrs. Henry Phipps, Mr. and Mrs. Kenyon B. Conger, Dr. Stephen S. Wise and party, Mr. and Mrs. William P. Hamilton, Mr. and Mrs. C. A. MacKenzie, Harrison Rhodes and party, Stuart G. Gibboney, Mr. and Mrs. R. H. Davis, Mr. and Mrs. Ben Ali Haggin, Mr. and Madame Alberti and Dr. Keseby.

Mr. and Mrs. William Beecher, Col. and Mrs. Richard, Capt. and Mrs. W. A. Kimball, Mr. and Mrs. Frederick MacMonnies, Mr. and Mrs. Howard Chandler Christy, Hamilton King and party, Haskell Coffin, Mr. and Mrs. Donn Barber, Mrs. Henry Wade Rogers, Frank Tuttle, George S. Chappell, Bertram Cruger and party, Mr. and Mrs. Guy Tolman and party, Mr. and Mrs. Robert H. Mainzer, Robert E. Livingston and party, Mr. and Mrs. Benjamin I. Ward, John Ward, James Fessenden and party, Emma Frohman, Daniel Frohman, Fannie and Emily Tobias, Dr. Lillian C. Randall, Dr. and Mrs. Seward Webb, W. F. Bigelow, Keith Wakeman and Norma and Constance Talmadge.

AMERICAN

1/27/19

BABYLON'S FALL IN WONDERFUL SPECTACLE

Picture Play Based on Famous Scenes Has Auspicious Opening at George M. Cohan Theatre Before an Appreciative Audience

"THE FALL OF BABYLON," the second cinema feature of the D. W. Griffith repertoire season, was presented at the George M. Cohan Theatre last night, where it will continue as the offering for several weeks.

The picture-play has been built from many of the justly famous scenes and a good bit of the story found in Mr. Griffith's earlier attraction, "Intolerance." The grandeur and magnitude of production and stage management remain of that earlier one, with the addition of another love theme to add to the appeal.

There is still the primary struggle of Cyrus and his hosts to overthrow the ancient and haughty city of Babylon. There is still the depiction of old-time greed, lust and wild abandon of self in war, in play and conquest.

Even when compared with the pictures of later days, with "Hearts of hte World," "The Red Lantern" or "The Heart of Humanity," there is no one that can be pointed to as presenting a vaster elaboration of production nor of cast.

As a spectacle, "The Fall of Babylon" is noteworthy. But Mr. Griffith has made many changes in his story, some of them good, others perhaps not so happy.

For instance, elaborating on the role of the Mountain Girl was a grateful thing, for it is chiefly in the concern of her unasking adoration of Belshazzar that one finds the tang of dramatic suspense. The role has been made a something of color by that gifted young player, Constance Talmadge. She plays with a dash and a certain boyishness that withal that it is of great youth, scents unexpectedly and frequently of an appealing pathos. Her performance is delightful.

It seems a pity that the proverbial happy ending should have been given the play. The Mountain Girl surely would have found peace in death rather than trailing away into the end of storyland hand in hand with the Rhapsody.

As in all Griffith pictures, the lighting is unusual and employs that blue shading that was first shown in "Broken Blossoms." It is a dramatic finger that points attention and gives histrionic emphasis to certain scenes and characters.

The innovations in the way of dances and songs that break into the action of the drama are both good and bad.

For instance, "the Shawl Dance" is of the vein and pulse of Babylon. Later the "Dance of Undulation" is vital of a vitality and sense that aroused great enthusiasm last night. Kyra, the dancer, scored most emphatically.

The song numbers and the dance numbers with chorus smacked of cabaret and the popular shimmy, and were sadly out of place.

A representative audience last evening included among well-known people Mr. and Mrs. William Gibbs McAdoo and party, Judge and Mrs. Ernest Heppenheimer, Judge and Mrs. Joseph E. Corrigan, Mr. and Mrs. Frank A. Vanderlip, Mr. Harrison Rhodes and party, Mr. and Mrs. Howard Chandler Christy, Mr. Daniel Frohman and the Misses Norma and Constance Talmadge.

SUN

'FALL OF BABYLON' AT COHAN THEATRE

Griffith's Spectacular Screen Play Has Some Added Features.

MISS KENNEDY PLEASES

Makes Hit at Strand in Jesse Lynch Williams's Play.

Continuing his season of cinemas at the Cohan Theatre, David W. Griffith last night showed "The Fall of Babylon," which is not altogether new here. The Babylon episodes from "Intolerance" are well remembered, so what the spectators saw last night was a pastiche of these pictures and some new ones that introduced the inevitable love interest.

So dominant was this new element that Mr. Griffith might appropriately have called the result "A Cutie at the CSourt of Belshazzar." The heroine was a most determined cutie. She did all the tricks that are known to the cinema cut up and made her chief impression as a comedienne when she ate raw onions in the marriage market.

Constance Talmadge impersonated this mountain girl in a large city with all the earmarks of the camera cutie's genius. She has large eyes, a mouth liberally aided by the disturbing cinema mask and wore a wig. But there was a great gaiety when she ate the onions.

The Babylon scenes of Mr. Griffith are famous. In their suggestion of space and magnitude they are incomparable. Then the teeming life of thousands, the fire of war and activity of a world are to be found in these pictures, which represent the best estate the cinema has so far achieved. They were again to be wondered at in their realism and more than all, in their imagination, which is after all the quality that marks them as the work of the artist.

Mr. Griffith may be proud to introduce them to a public which should be grateful to have again the opportunity to witness anything so unique in movies. The dancer and the singers, who were introduced at intervals, did not add to the pleasure of the evening.

The [illegible] took possession of the cinema temples this week. Madge Kennedy is the heroine at the Strand Theatre of a story by Jesse Lynch Williams. Here is an author noted for his keen observation of life, his wit and his finish of style. What in the world should he be doing in the movies? Quia t-il-va-faire dans cette galere?

But "Through the Wrong Door" proved to have many of the qualities of a popular movie script, and Miss Kennedy acted with her usual alternations of demureness and humor.

"How Some Animals Behave," which was in the nature series, referred, of course, to other than the human animals which had just been disporting themselves on the screen, while comic and topical pictures were added, as well as the usual beautiful music to complete the programme.

Vivian Martin played in "Louisiana" at the Rialto, which offered an orche[illegible]

TRIBUNE

On the Screen

"The Fall of Babylon" Second Offering of D .W. Griffith's Repertory Season

If it were left for us to decide, we should say emphatically that we prefer "The Fall of Babylon" without any interruption from dancers, singers, snakes or chorus girls. But it is not left to us, in fact our opinion will count for nought and there were plenty of people in the George Cohan Theatre last night who rapturously applauded the lady contortionist who could make her arms undulate like the body of a snake.

For the second offering in his repertory season, D. W. Griffith has chosen a great, overwhelming spectacle picture as different as may be from the frail and lovely "Broken Blossoms." "The Fall of Babylon" is part of Griffith's masterpiece, "Intolerance," and its magnificence is still quite as staggering as it was when it was first shown.

With this grandeur goes all the beauty and cimplicity which is the great Griffith gift to lovers of the motion picture, and the episodes wherein real characters appear only break the spell and diminish the charm.

A single figure on the stage seems such a puny and insignificant thing when one has one's eye accustomed to the vastness of the Babylonian halls and the action of a thousand figures. Yes, decidedly, the real persons were only an interruption to the picture where one's mind was snatched back more than five centuries and one found one's self prosaically sitting in the George M. Cohan theatre.

Particularly did we resent the intrusion of a syncopated song, "Babylon Is Falling."

But the picture is and always will be a marvellous achievement. Surely nothing like it ever has been done, and it is produced with all of the Griffith aids of light, color and music. Constance Talmadge, a rather younger, plumper Constance than the present-day one, played the chief rôle, that of the mountain maid who loved her King Belshazzar. Some of the scenes are interpolated ones and have been recently taken, and a close observer could detect the more finished work of Miss Talmadge and a more slender figure.

Seena Owen is the favorite of Belshazzar, but we could not recognize in this sensuous, brunette beauty the calm and dignified Seena Owen of to-day.

Tully Marshall, Elmer Clifton, Alfred Paget and Elmo Lincoln play important parts, and Alma Rubens, Mildred Harris Chaplin and Pauline Stark appear in small rôles.

In a foreword Mr. Griffith says that the people of Babylon worked, loved and lived the same as we of to-day. He evidently believes this, too, for his characters are made to express themselves in quite a modern way. Only we wonder would a mountain maid wink at a prince, and Miss Talmadge does this in one of her scenes with Belshazzar, but she does it very prettily.

It seems doubtful if "The Fall of Babylon" will be as well liked as "Broken Blossoms," though it was received with every evidence of approbation by last night's audience.

As for us, we do not alter our statement that "Broken Blossoms" is the most beautiful picture we ever saw or ever hope to see. H. U.

World - July 22

"THE FALL OF BABYLON" IS HUGE SPECTACLE

D. W. Griffith's Second Repertory Motion Picture Shown at Cohan Theatre.

"The Fall of Babylon," second offering in the D. W. Griffith motion picture repertory season, which was presented at the George M. Cohan Theatre last night, is a spectacle of profound proportions and sensuous beauty. In it Mr. Griffith has used to the best advantage his genius for assembling armies, mobs and the paraphernalia of magnificent action.

Hundreds of people, horses and ancient machines of war have been brought together in this mighty drama of history. The story is an elaboration of a phase of "Intolerance," wherein a girl from the mountains comes down to the city and falls in love with Prince Belshazzar.

Actors, dancers and pantomimists in person are also used to augment the performers of the screen. The most striking of these was Kyra, an amazingly sinuous dancer. Her "dance of undulation" was almost unbelievably serpentine. There were also a ballet and girls of the harem.

Mr. Griffith burns no incense for the spectators to inhale, as he did at the presentation of "Broken Blossoms," and with this there can be no quarrel, especially as long as the weather retains its unwonted humidity. His effects are obtained by music, stage settings and lighting arrangements which are co-ordinated to the action of the screen.

It will be remembered that the mountain maid's love for the Prince, whom she tried with heroic efforts to save from destruction, was unrequited, but she is seen at the last in a happier union with her humbler lover, the rhapsodist, played with conviction by Elmer Clifton.

Constance Talmadge, who posed for the camera in the chief feminine role, makes the girl from the hills a stalking, rather self-conscious young creature, albeit of high spirit and undoubted beauty. Tully Marshall gave an air of real cunning and intrigue to the traitorous High Priest of Bel. Others on the screen are Alfred Paget, Carl Stockdale, Seena Owen, Elmo Lincoln, George Siegmann and Mildred Harris Chapman. The opening resembled that of a dramatic production in the number of actors and first nighters present.

EVENING GLOBE

On the Screen.

Set in all the Griffith-craft the second offering of the Griffith repertory season stands out brutally beautiful. "The Fall of Babylon" as shown on the screen and stage at the George M. Cohan Theatre last night revealed the same story, with embellishments that were used in "Intolerance," but the picture loses none of its force by the repetition. The story of the fall of the glory of kingdoms is shown with rare sympathy and humanity, from the story of the mountain girl who came down to Babylon to get a new dress and remained to fall in love with Belshazzar, her king, to that of the Princess Beloved, scented and jewelled, and preserved for the especial delight of Belshazzar.

After two days of fighting against the advancing hosts of Cyrus, realistically shown by Griffith, the arms of Belshazzar are victorious, and the enemy retreats from before the walls of Babylon, leaving behind ruined storming towers, hacked bodies, broken catapults, and twisted chariots. The thrill of no battle thrills as these pictures of hand-to-hand conflict, of burning oil poured on naked flesh, of bodies dropped from tremendous heights, of whole towers crashing to the ground.

Constance Talmadge is the mountain girl, Tully Marshall the high priest of Bel, who traitorously allows the Persian to enter the gates of Babylon while Belshazzar and his city feast, and Alfred Paget is the Prince Belshazzar. The others in the cast, too numerous to mention, are all deserving of high praise for the sincerity of their achievement. Especial mention must go to Kyra for the shawl dance and dance of undulation given by her during the "on stage" part of the programme, and to Betty Kaye, Margaret Fritts, and Samuel Critcherson. The dances were staged by Allan K. Foster and the orchestra directed by Earl Schwartz.

EVENING SUN

ON THE SCREENS IN CITY THEATRES

"The Fall of Babylon" Opens at the Cohan.

Surrounded by a purple aura and embellished by special numbers introducing live actors the most picturesque episode of D. W. Griffith's "Intolerance" last night made an impressive screen spectacle at the Cohan Theatre. Some alterations have been made and the picture now is called "The Fall of Babylon, a purple romance of an ancient day." It stresses the love story of the mountain girl with King Balshazzar rather than the intolerance theme, which was pushed forward formerly.

A most artistic opening has been devised, a trick which takes the New Yorker over the vast span from now to the days of Babylon with ease. The world is seen whirling in space, and atop it a feminine figure typifying the ancient East. One sees the busy streets of New York as the man of to-day knows them, and then upon the screen that greatest of all ancient cities, Babylon. This transition from the modern to the ancient by means of the combination of screen and stage settings is especially clever.

Between screenings Kyra, a remarkable dancer, Betty Kay, a capable supporting dancer, and a company of singers and chorus girls give numbers. The "Dance of Undulation," which Kyra has done for years on less prominent stages, should win her a high place. She weaves what might easily be nothing more than bodily contortions into a dance of startling art.

"The Fall of Babylon" tells of the love of a mountain girl for King Belshazzar, who is the means of saving her from the marriage mart. Henceforth she worships him. She fights for him, and in his fatal hour, when the high priest of Bel gives Babylon to Cyrus, the Persian, she spies upon the conspirators and nearly saves her hero and his mighty city from their tragic end.

Constance Talmadge makes the part of the mountain girl very real.

EVENING TELEGRAM

SNAKE LADY WINS OUT IN "THE FALL OF BABYLON."

DAVID WARK GRIFFITH, arch-magician of the film, put over another triumph last night in George M. Cohan's Theatre with "The Fall of Babylon," which the programme calls "a purple romance of an ancient day."

What makes the success the more noteworthy is the fact that only part of the material is new.

When "Intolerance" was produced by Mr. Griffith many of his admirers expressed a desire to see the Babylonian episode of that film epic made into a separate film.

Their wish was granted last night.

"The Fall of Babylon" originally scattered through "Intolerance" is reassembled by itself. All its pageantry is shown anew and gains in value in the new arrangement.

Babylon lives again before the eyes of the twentieth century. In fact, Mr. Griffith makes New York of this day and generation serve as an introduction to departed Babylon.

After showing the glory of New York on the film he shifts back through the ages and shows the glory of Babylon.

And if Professor Sayce, the great Orientalist, praised the film, surely lesser minds may wisely admire it as well.

The little mountain maid who went down into Babylon for the same reason that the little girl from Catskill comes down to New York is the heroine of the film drama. It was Constance Talmadge's first success, and she has never eclipsed it.

All the other familiar figures came in for praise last night, including Mrs. Charles Chaplin, who at the time of the original filming was merely Miss Mildred Harris.

The modernity of the play is its strong point. The Persian soldiers are shown at their setting up exercises, which do not seem very different from those of our own boys at Camp Mills or Camp Upton.

War was full of atrocities then as it is now. And little mountain girls were kissed and embraced then as they seem to be nowadays.

Mr. Griffith has introduced several novel effects in the production. They are mainly interludes during the festive scenes of the screen, and the producer adroitly brings the singers and dancers forward in person at appropriate moments.

The most sensational of these interludes was the snake dance of a new dancer named Kyra.

Surely she is the original Lilith, if not Medusa. Her movements are serpentine to an uncanny degree. Her arms and legs and even her torso become as fluent and as insinuating as a cobra. She made her audience feel creepy. Could anything be more snaky than that?

The musical accompaniment, while less unusual than the remarkable arrangements for "Broken Blossoms," was appropriate throughout. "Aïda," "Samson and Delilah" and other scores full of Oriental color were drawn upon for the incidental music.

And Belshazzar went to his death to the strains which accompanied Siegfried on his last journey.

"The Fall of Babylon" is the second production, long delayed by the success of "Broken Blossoms" in Mr. Griffith's repertory season.

It whets the appetite for the third production.

EVENING JOURNAL

GRIFFITH SHOWS SPLENDOR OF BABYLON

Purple Romance of an Ancient Day Told in Film of Rich and Vivid Beauty.

Based on the Babylonian episode in "Intolerance" the new Griffith moving picture called "The Fall of Babylon" made a vivid and entrancing impression last night at George M. Cohan's Theatre, where it had its premiere. It is the second picture of the Griffith repertory season and upholds the standard of artistic craftsmanship developed to such a high degree in "Broken Blossoms."

It is called a purple romance of an ancient day and has dramatic action. Dances are used with it between different parts of the film's action.

Here Babylon is brought to Broadway literally—not only in the film, but in a comparison which is drawn at the very beginning. A picture of New York City is flashed on the screen with a scene of ancient Babylon next, also the largest city of her time and her own country.

The production presented by this master of screen secrets has all the richness and splendor which the ancient story permits, but has added wealth of effectiveness in the play of light and shade which falls over these marvellously arranged scenes.

The story deals with the love of a mountain maid for the great Prince Belshazzar. He sees her when against her will she is offered for sale at the marriage market. He hears her protests, and when she pleads with him he gives her a seal of stone which permits her to remain single or choose one she loves. Her gratitude follows him throughout his career, although his heart is given to Attarea, the "Princess Beloved."

Nor can the mountain maid hear the desperate love plea of Rhapsode, a young musician, but avails herself of his services to learn of a plot of the high priests of Babylon and Cyrus, a rival ruler, to wreck Babylon.

Constance Talmadge gives a splendid performance of the artless young mountain maid, whose devotion is so hopeless. She is very beautiful when she gazes upon her idol. Seene Owen, as the ruler's favorite, is a magnificent type of beauty, and portrayed very well the luxury-loving woman of that time. Others who contributed materially to the success of the production were Tully Marshall, as the high priest; Elmer Clifton, as Rhapsode, and Carl Stockdale, as Belshazzar. Elmo Lincoln was the Man of Valor.

The dances were particularly appropriate. The dancers were Betty Kaye and Kyra.

This massive production is tempered to the Summer audience, who, according to tradition, like something light and lilting of a Summer eve. Beautiful maidens sing and make charming postures here and there between reels and give a modern touch to this play of long ago.

A novel device in changing scene, without the audience being forced to look at the maneouvres of stage hands, is the turning of purple spotlights upon those in their seats.

Mr. Griffith is to be congratulated upon the attractive production of "The Fall of Babylon," which is interesting throughout and offers so much in the way of feminine beauty.

EVENING WORLD

"FALL OF BABYLON" A GRIFFITH TRIUMPH AT COHAN THEATRE

David Wark Griffith once more demonstrated his producing genius last night at the Cohan Theatre, when he offered for the second time "The Fall of Babylon." The two acts of the play were broken up by novel dance diversions and a duet, "Love, Love, Love!" The Shawl Dance and the Dance of Undulation gave the audience something new in a picture entertainment.

Miss Constance Talmadge, as the Wild Mountain Girl, is a versatile actress. As a ragged lass she even succeeds in currying favor from Prince Belshazzer himself. She throws a spear, tweaks a bow and drives wild horses.

Miss Lena Owen, as Attarea, the favorite of Belshazzar, portrays an alluring courtly life. Mildred Harris Chaplin is a favorite in one of the harem scenes.

The fall of Babylon, accomplished through the treachery of a high priest, is vividly depicted. The hordes of conquerers that constantly swarm before the eyes serve to accentuate the accurate grandeur of Mr. Griffith's handiwork.

EVENING POST

"The Fall of Babylon."

Picturization of Babylon, the centre of civilization 2,000 years before the birth of Christ, by David W. Griffith, has given the film world another marvel of the art. The ancient city, its people and customs, faithfully reproduced as to make the modern feel as though living in those days, follows a view of the spectacle in its successive scenes on the screen at the George M. Cohan Theatre. Magnificent pictures, portraying the fall of Babylon, the title of the romance in which Constance Talmadge stars as a primitive mountain girl, faithfully reproduce the history of the ancient city of Prince Belchazzar, the more striking of the numerous pictures being the Feast of Belchazzar and the battle scenes in the second, in which Cyrus, King of the Persians, is the victor, through the aid of the high priests of Belchazzar. The picture is divided into two acts interspersed with dramatic action and remarkable dancing by Kyra, her "Dance of Undulation" being an exhibition of athletics and graceful imitation of the gyrations of a snake.

EVENING MAIL

"Fall of Babylon" Reveals Impressive Griffith Spectacle

Second Offering of D. W. Griffith Repertory Season Brings a Profoundly Moving Photodrama to the Screen of the George M. Cohan Theatre.

By T. E. OLIPHANT.

IN pursuit of his plan to give New York a season of repertory D. W. Griffith presented "The Fall of Babylon" last night at the George M. Cohan Theatre. Practically every one in the first night audience, largely made up as it was of professional picture folk, anticipated a showing of the Babylonian scenes from Mr. Griffith's spectacle "Intolerance," and doubtless not a few wondered how those scenes could be detached and knit together into a complete photoplay. And that was speculation wasted. Mr. Griffith can do things that no other photoplay producer appears able to do. "The Fall of Babylon" is a complete story in itself—a story as impressive in its way as any previous Griffith photoplay.

Mr. Griffith himself has frankly admitted that "The Fall of Babylon" is an amplification of one of the stories embraced by "Intolerance," but it is impossible to discover where the original scenes leave off and the new scenes begin. They are merged together in the making of a spectacle that for magnificence surpassses anything the screen has shown.

THE story is that of a young mountain girl who goes down to the city of Babylon to buy a dress. There she meets a young poet who attempts to woo her, but the lure of the city is a rival he cannot vanquish. A merchant of the marriage market captures the girl and she is offered for sale to any one who will have the courage to attempt her taming.

She is struggling for freedom when Prince Belshazzar passes through the streets of Babylond and sees her predicament. She pleads to be released, and when he places the seal of freedom in her hand she gives him her heart in return. It is a pity Belshazzar did not know of the girl's love. If he had he might have saved his beloved city from the fate that overtook it.

THE mountain girl's wanderings bring her up with a courier of the High Priest of Bel, and from him she learns that that gentleman is to revenge himself for Belshazzar's worship of Ishtar, Goddess of Love, by aiding Cyrus, king of the Persians, in an invasion of the city.

Spying upon the army of Cyrus, the mountain girl attempts to warn Belshazzar of the high priest's treachery. But the prince is engaged in giving the greatest banquet in history and refuses to listen to the girl's warning. Cyrus attacks. the city falls and Belshazzar dies by his own hand. Then the little mountain girl, her spirit tamed by the tragedy, wanders into the desert. There she meets the young poet she had spurned and hand in hand they begin the journey to her home in the hills.

IMPRESSIVE as are the tremendous battle scenes of the picture, it is the love story that maintains a hold upon the attention. Constance Talmadge is the mountain girl, Tully Marshall is the High Priest of Bel, Elmer Clifton is the poet and Alfred Paget is Prince Belshazzar. This quartet of players give individual performances that rank with the best characterization in the history of the screen.

The performance is halted occasionally to permit of dance exhibitions by Kyra, an amazingly flexible person, and her living assistants. It is a question whether the effectiveness of the production is heightened by these interpolations, but last night's audience rewarded them with enthusiastic applause.

POSTAL TELEGRAPH — COMMERCIAL CABLES

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Gentlemen:

Will you kindly advise me if you have prepared a catalogue or list of articles which are being sold on account of the Standard Aircraft matter and also whether or not any of the buildings will be salvaged or demolished. If so I would like to have the dimensions of the buildings to be demilished and also copy of a catalogue or list of articles you have for sale, especially anything pertaining to electrical equipment, such as generators, cables etc.

Very truly yours,

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~~Program~~ Studio File

July 23rd 1919.

A. A. Auto Service, Inc.,
118 West 56th Street,
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Gentlemen:

Enclosed herewith please find check for $484. in payment of the two within bills. Will you kindly change the bills to read chargeable to Griffith Studio instead of "Hearts of the World" and return the same to me duly receipted.

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D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

July 23, 1919

Mr. E. C. Bidwell
c/o D. W. Griffith Studios
4500 Sunset Blvd
Los Angeles, Cal.

My Dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two Hundred and Fifty Dollars - ($250), covering your share or 5% of a 5% disbursement on Yankee Doodle in Berlin.

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OFFICE OF THE PRESIDENT

July 23, 1919.

Dear Mr. Griffith:-

For your information, I am enclosing herewith copy of letter under date of July 18th which I have written to Mr. McAdoo requesting him to issue a call for payment of 15% of your subscription for the preferred stock of the United Artists Corporation.

Also copy of the balance sheet as of July 12, 1919.

Cordially yours,

Oscar A Price

Mr. D. W. Griffith,
Hollywood, Calif.

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The **Fall of Babylon** — *A Super-Spectacle*

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Albert L. Grey,
GENERAL MANAGER.

July 23, 1919.

Report NO. 90 AUG-2-19

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose check for $3000.00 on account of "Intolerance" prints.

I also enclose copy of statement showing the amount of guarantee which is due from the "Greatest Thing In Life". I have taken this matter up with the Famous Players this morning and they advised me that they would send me a check about the middle of next week. By that time I will also probably be able to pay you the balance due on "Intolerance" prints amounting to $3737.86. I also submitted to Mr. Friend the Treasurer of the Famous Players, the balance for the foreign negatives, which amounts to about $3200.00. You should receive, therefore, next week as follows:

From guarantee	$28,760.98	
Bal. due on "Intolerance" Pts.	6,737.86	(Inc. chk. for $3000.)
Due foreign negatives ..(about)	3,200.00	
	$38,698.84	

428.26 due yet from Epoch

As aforesaid, you should receive all of the above mentioned by next week, and if you receive this I think you will be able to pay all your C and D series indebtedness. If you are short thereafter in money for the production of the C series or the remainder of the last D series picture, you must borrow same from the advances which you receive from the First National, as you will receive no further amounts from this end. In the future whatever comes in the shape of profit checks will be paid to Mr. Griffith direct and will not come through your studio pictures at all. You will understand, of coyrse, that I do not refer to the Famous Players production advances against the Gish pictures - I merely refer to the profits accrued from the pictures which have been released.

work

19150.31
12412.45
6737.86
Reverse 6737.86 OK

FPL D3 Ltr

61500.00
31379.79 D3 Ltr card now
30128.21 check in this bunch
1367.23 ck posted after that
28760.98 D3 Ltr
28760.98 Bal due on D3
OK Ltr as per Epping
on reverse hereof.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

July 23, 1919.

Mr. E. C. Bidwell - Page 2.

After you have read this letter, please write me just how you stand with your indebtedness, and if the foregoing mentioned amounts, after you have received same, will cover it.

Yours very truly,

JCE*EMD.

P. S. In reference to letter addressed to Mr. Grey relative to duplicate receipt for extra pay for Rose Smith, please note that we never purchased ticket for Miss Smith - we merely gave her the money and she paid for it presumably. Whatever she did with the money we do not know, as she no doubt made the accounting to you. The amount which we gave her we charged to your account and you refunded to us in lump sum.

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Guarantee "Greatest Thing In Life"

Cash Received

Production advance	$96000.00	
75 Prints	17500.00	$113500.00
Profits 4/19	4405.37	
" 4/26	3502.10	
" 5/3	2080.35	
" 5/10	1731.51	
" 5/17	2034.88	
" 5/24	2036.82	
" 5/31	2047.33	
" 6/7	1512.17	
" 6/14	1190.60	
" 6/21	830.66	
" 6/28	1367.23	$22739.02
On a/c Guarantee (Pd.in Los A.)		10000.00
Balance due on Guarantee		28760.98
		$175000.00

July 24, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

When Mr. Epping was out here in April in order to effect a settlement or rather a reconcilement of accounting between affiliated interests, he made certain suggestions and laid out certain plans for us to go by.

While he was here there was no opportunity to do anything more than make memoranda, but after his departure we set about to carry his suggestions into effect. This necessitated taking one bookkeeper off the routine work to devote his entire attention for three weeks making the different adjustments, classifications, segregations, distributions, etc. After these were all made and spread upon our records, Mr. Griffith asked me some questions requiring quick answers and we found that our records were in such shape that it was impossible to give him quick answers, although I did the best I could.

I thereupon set to work to place our accounts, so far as expenditures on each picture was concerned, in such shape that now we can tell at any time just how much each picture has cost -- just how much money has been received from the Famous Players-Lasky Corporation on production, and also revenue from the picture after its release -- just how much he has paid out as commissions to those who are entitled to receive commissions, and in fact the records are now in far better condition than they have been at any time since I have been in charge here, and they are in accordance with the suggestions made by Mr. Howard of the Price-Waterhouse Company when here.

At the close of this week, being also the last full week in this month, I expect to compile a statement of all the Griffith pictures and another statement of all the Dorothy Gish pictures, which will show the excess of cost over and above the amount provided by Famous Players in each case. But our report will also show that as the revenue from the pictures come in, and when such amounts as the overhead for the studio when Mr. Griffith was east opening "Broken Blossoms" amounting to some $40,000.00 is repaid, together with amounts due from the Wark and Epoch, these revenues will create a surplus out of which we can liquidate

the excess costs. Then after these excess costs are offset, Mr. Griffith will be entitled to his profits. Of course, out of Mr. Griffith's profits, Miss Dorothy Gish, Mr. Clifton, Mr. Bitzer and Mr. Taylor will receive the amounts due the, and the balance will be given to Mr. Griffith personally. This was done in the cast of "Battling Jane", being the only picture so far, the revenue from which has enabled us to repay Mr. Griffith all the money he had personally advanced for that picture and also to pay him a profit.

Mr. Epping has now submitted a schedule or list of suggestions for opening an entirely new set of records to handle the First National Series of pictures and he seems to feel that we should change our accounting system radically in order to accommodate these new pictures. He contends that these changes will simplify our records and enable the records of the studio to be absorbed into the records of the proposed new studio in New York to much better advantage than our present records. We differ with Mr. Epping in this respect and cannot see where we will be any better off after following out his suggestions than we will be to carry our records as they are now running. In the first place, it is not yet definitely decided that we will go to New York, although everything indicates that we will sooner or later. If we remain here, everything is going very smoothly as it now is and there will be no advantage gained in establishing a new set of books -- and in the second place, if we do go to New York, the records that we are now keeping can be absorbed by such other records as may be started in New York just as easily as any separate set of books we might start could be absorbed and by continuing as at present, we would thereby be saved a great deal of clerical work.

If we do go to New York it is my intention to close up all accounts receivable and accounts payable here in Los Angeles so that when we leave for the east everything will have a clean slate.

It does not seem proper from an accountant's standpoint to open a new set of books for each new series of pictures any more than for a commercial house to open a new set of books every time it began to handle a new line of goods. With the exception of the F4, all our pictures have been handled on the basis that this was the "D. W. GRIFFITH STUDIO" -- and the cost of each series of pictures is kept as a part of the transactions of the D. W. Griffith Studio. The Gish pictures are entirely separate in their accounting from the Griffith Artcraft pictures and there is no reason why the First National series cannot be included in the records of the D. W. Griffith Studio and at the same time be kept separate from the other records in the same way that we have now separated these other two series themselves; they can be kept as separate in this way as they would be in a set of books by themselves, and we will be saved the extra labor.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Further, Mr. Epping seems to be under the impression that the Gish pictures are to be discontinued, or that we are practically finished with them, and also that we can just as well close up matters so far as the Griffith pictures are concerned. He is mistaken regarding the Gish pictures, for we are now just starting the first of another seven pictures and the Dorothy Gish pictures will continue for another year at least. Further, the revenue from all the pictures produced thus far will be coming in from time to time and will naturally have to be taken care of, and for that reason, if for no other reason, the handling of this revenue would be greatly facilitated by following out the procedure we are now operating under because our records are constructed so as to take care of these conditions.

So far as the Griffith pictures are concerned, they should be taken care of through the present studio records until the amount of the guarantee has been received. After that, it would be better for them to go through the same channels, although not so imperative.

I am attaching hereto a copy of Mr. Epping's suggestions and also a copy of my reply in which you will see more fully my reasons for adhering to the present system as long as we remain on the Pacific Coast, which I trust it will be agreeable for me to do.

Yours very truly,

ECB/BB

Wark
Contol. Rights
for Cuba.

July 24th 1919.

Mr. Arthur Ziehm,
c/o Goldwyn Distributing Corporation,
509 Fifth Avenue,
New York City.

Dear Sir:

In answer to your favor of July 8th I enclose herewith Power of Attorney from the Wark Producing Corporation to the Medal Film Company as per request.

Very truly yours,

DD.

July 24, 1919.

Mr. Frank O. Johnson,
Tatra Production Corporation,
150 Nassau Street,
New York, N. Y.

Dear Mr. Johnson:

We very much appreciate this remission of your contract with Mr. Paderewski for our consideration.

Mr. Griffith is so thoroughly occupied with similar ventures which deal with our own problems that he feels he could not give serious attention at this time to your offer.

Personally, I think you have a very successful proposition and should find little difficulty in securing backing.

Would you be so kind as to notify Miss Szewc that I have already written her to go to our office in the Longacre Building and secure the copy of the Manuscript she submitted to us there.

Sincerely yours,

P. S. I am enclosing herewith copy of contract.

JL-W

JOSEPH L. KUN
ATTORNEY AND COUNSELLOR AT LAW
507-508 LINCOLN BUILDING
BROAD ST. AND SOUTH PENN SQUARE

PHONES { BELL. WALNUT 271
BELL. WALNUT 5575
KEYSTONE, RACE 2626
LONG DISTANCE

Warb #3

PHILADELPHIA July 24, 1919.

Albert H. T. Banzhof, Esq.,
2 Rector St.,
New York City.

Dear Al:

I have been waiting for the return of the film "The Mother and The Law" to have the same approved by the board, in accordance with our last interview. Has their been any change in your plans? In the meantime, I am sending you herewith my bill for services, submitted as per your suggestion.

With best wishes, I am

Very truly yours,

Joseph L. Kun
K.W.

JLK-M

H. C. HIGGINS
DISTRICT MANAGER
F. W. GROGAN
ASSISTANT DISTRICT MANAGER

136 SOUTH SIXTEENTH STREET

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
DELAWARE RIVER DISTRICT OFFICE
PHILADELPHIA

July 24, 1919

A. F. H. Banzhaf, Esq.
Two Rector Street
New York City
New York

My dear Banzhaf:

One of the officials of the Empire Trust Company has sent you maps and data on the Great Neck property about which you wrote me you would like to have information. From what you told me of your requirements, this would seem a very good purchase, especially when the price suggested is compared with what you told me the agents were asking. But you are, of course, the best judge.

I am coming up on Friday night and could join you Sunday in examination of the property, if it is really worth while. In that event, please leave word at the house.

With kind regards

Sincerely yours

R. H. Creyghaw

D. W. Griffith 4500 Sunset Boulevard Los Angeles Calif. Title of motion-picture photoplay: "Nugget Nell." Story by Airbury P. Osborne. Directed by Omar Clifton. Photoplay by D. W. Griffith. In the United States. In 5 Reels. Reels 1-5.

Date of publication July 14, 1919. 2 Copies received July 21, 1919.

Description received July 21, 1919. Entry: Class L, XXc., No. 3965

[SEAL]

Thorvald Solberg
Register of Copyrights

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

July 24, 1919.

D. W. Griffith Studios,

4500 Sunset Boulevard,

Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for NUGGET NELL.

Very truly yours,

Fulton Brylawski

FB/DEC
1 Encl

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 24, 1919.

Dear Mr. Griffith:-

The balance sheet sent you yesterday shows a typographical error in the total assets. The figures should be $84,553.08 instead of $84,583.08.

In explanation of this balance sheet, the deficit shown thereon is the amount of the capital stock paid in that has been expended. This deficit is not caused by operating expenses exceeding operating revenue, but by the original expenses of organization, including the payment of $25,000 for the General Counsel's fee for the first half year, and it will be reduced when our operating revenue exceeds our operating expenses, as it will do when we have more pictures. You will note that the deficit is $744.90 less than the $25,000 paid the General Counsel.

Our revenues from the 20% commission on the first Douglas Fairbanks picture up to and including July 12th amount to $29,633.00. Operating expenses to the same date, including all expenditures that have been made, with the exception of theGeneral Counsel's fee, amount to $29,293.95. This shows that we have made a net profit over and above operating expenses of $339.05.

Cordially yours,

Oscar A Price

Mr. D. W. Griffith,
Hollywood, Calif.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

July 25 1919 Neil Sluder

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

HUCK GREY EPPING AND MYSELF BELIEVE COUNTRY CLUB PREMISES ON PELHAM BAY BEST PROPOSITION SECOND BEST SPENCER PIECE THIRD FLAGLER FORMER TWO WILL BE WITHIN FIVE CENT ZONE BY NEXT WINTER NOW TEN CENT ZONE BOTH PIECES THIRTY FIVE MINUTES NEARER BY AUTO THAN FLAGLER FORMER SIXTY FIVE ACRES? SPLENDID GOLF COURSE CLUB HOUSE AND STABLES ALSO BATHING HOUSES AND PIER SEWERAGE STREETS AND ELECTRICITY VERY FINE HOMES SURROUNDING PRICE FOUR HUNDRED SEVENTY FIVE THOUSAND CASH TWENTY FIVE THOUSAND SIGNING CONTRACT TWENTY FIVE THOUSAND ON DELIVERY OF DEED BALANCE PAYABLE TWENTY FIVE THOUSAND EACH YEAR FIVE YEARS END OF FIFTH YEAR THREE HUNDRED TWENTYFIVE THOUSAND THIS PROPERTY SPLENDID INVESTMENT SECOND PIECE FOUR HUNDRED FIFTY THOUSAND CASH FIFTY THOUSAND TWENTYFIVE THOUSAND YEARLY ACREAGE ONE HUNDRED AND SIX ADJOINS FIRST PIECE HAS OLD HOUSE CAN BE REPAIRED WOULD REQUIRE CONSIDERABLE SUMS TO DEVELOP LAY SEWERS ETC OTHERWISE FINE PROPERTY HUCK VERY ENTHUSIASTIC OVER FIRST PIECE ADVISES PURCHASE IF RESTRICTIONS ON PROPERTY CAN BE REMOVED WHICH CLUB ADVISES CAN BE DONE CAN YOU FORWARD FIFTY THOUSAND TO ME AS THIS AMOUNT WILL BE NEEDED TO TAKE ANY OF THE ABOVE THREE PIECES WHICH ARE THE ONLY ONES UNDER CONSIDERATION APARTMENT HOUSES CAN BE ERECTED ON TWO FORMER PARCELS WITHOUT INTERFERING IN THE SLIGHTEST

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

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RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

WITH YOUR WORK AND BY SO DOING FINE INCOME CAN BE DERIVED IF EITHER THE FIRST OR SECOND CANNOT BE HAD WILL TAKE FLAGLER PIECE

BANZHAF

Charge A H T Banzhaf #2 Rector St.

July 25, 1919

Mr. Jesse L. Lasky,
Famous Players-Lasky Corp'n.,
Hollywood, Calif.

Dear Mr. Lasky:

The following is a copy of a telegram received from our Mr. Banzhaf on July 16th last:--

D. W. Griffith
Hotel Alexandria
Los Angeles, Calif.

Zukor offers to pay sixty thousand for each of Dorothy's pictures this year and seventy-five next but refuses to make guarantees as he states that he will not make any more such contracts. He also offers forty thousand for Bobby's this year and fifty-five next without guarantees. He states that his new open market booking policy will give good production best possible returns. stop. Last year's results on Dorothy cannot be used as criterion for reason that seven pictures were sold to exhibitors at fixed price in advance and he states that this year should bring much better results as prices will be increased. He states that if extra year is not given on Dorothy's contract he will stand pat on present contract.

(Signed) Banzhaf.

Very truly yours,

Secretary to Mr. Griffith

Wash
I-3

July 25th 1919.

Mr. Joseph L. Kun,
507 Lincoln Bldg.,
Philadelphia, Pa.

Dear Joe:

In reply to your favor of the 24th inst. can you not shave this statement to $150. for the reason that this particular Company which owns the "Mother and the Law" has not been a financial success and is still greatly in debt to the investors and we are endeavoring to keep down all expenses to the minimum so that we may get out of the woods on this venture.

I am sure you will appreciate my attitude in this matter because of the peculiar circumstances.

With best regards, I remain

Very truly yours,

AHTB/GD

MUSEUM OF MODERN ART FILM LIBRARY

July 25, 1919

Mr. G. Vargas,
C/o Sherman Clay Co.
14th and Clay Sts.,
Oakland, Calif.

Dear Sir:

Mr. Griffith has asked that I reply to your recent letter to him and to advise you that for a year or more Mr. Gottschalk has been arranging the music for his productions and he is very well pleased with his work. Therefore, as there is not enough work to employ two men, he cannot give your application favorable consideration at this time. If you think you might be of value in some line under Mr. Gottschalk's supervision advise that you communicate directly with him at this studio. In the meantime we will be glad to keep your letter on file for future reference.

Thanking you for your kind words concerning Mr. Griffith's productions,

Very truly yours,

Secretary to Mr. Griffith

New Studio

July 25th 1919.

Mr.R. W. Creuzbaur,
United States Shipping Board,
Emergency Fleet Corporation.
Philadelphia, Pa.

Dear Mr. Creuzbaur:

In reply to your favor of the 24th inst. I beg to advise that last evening I motored out to Great Neck and saw the property which the Empire Trust Company representative referred to me through your good services, and I find that the same is not as suitable for our purposes as two or three pieces which I am at present considering on the New York side of Long Island Sound. If I do not close on any of these pieces I will again look into the parcel submitted. However, I am quite certain that we will make a selection in the neighborhood above-mentioned as we find that it will be more convenient to go to other locations in New York, New England or elsewhere on the mainland side rather than on Long Island.

If you know of any buildings that are being salvaged where the trusses or roof would carry a width of 80 feet or more, and approximately 40 feet in the clear. I would appreciate your information thereon and also any possible electrical equipment such as cables, generators, etc. I might also be interested in a motor boat which the Government may be willing to dispose of from its mosquito fleet.

Thank you for your kindness in this matter, I remain

Very truly yours,

AHTB/GD

MUSEUM OF MODERN ART FILM LIBRARY

July 25, 1919

Mr. F. O. Johnson,
Tatra Film Corporation,
150 Nassau St.,
New York, N. Y.

Dear Mr. Johnson:

Mr. Richard Willis, of Willis and Inglis, a local man of very good standing in the motion picture industry, was in the office today and by a peculiar coincidence made the comment that no one had ever produced a film of Mr. Jan Paderewski and wondered why it had not been done. He seemed to be very much interested in the matter and I suggested that he get in touch with you.

I do not wish to misplace any confidence that you may have placed in us regarding the existence of the contract you hold but I know Mr. Willis to be so reliable that I feel fully at ease in having him communicate with you.

Trusting this may be of some service, I am

Sincerely yours,

JL-W

JOSEPH HERGESHEIMER
THE TOWER HOUSE
WEST CHESTER, PENNSYLVANIA

July 25, 1919

Dear Mr. Griffith:

Several times it has been my intention to write you a letter of appreciation, but I have been restrained by the feeling that it would be impossible to clear myself from the suspicion of an ulterior motive, and, indeed, such a purpose, or rather hope, must have spoiled the simplicity of my admiration. But now since you have Wild Oranges I am free to say what I like: rather surprisingly it is this, that, in sheer creation, I have more sympathy with what you are doing than with any writer in the United States. I have no way of knowing how familiar you are with my books; but my earliest, most persistent difficulty came from the fact that I am addressed to what must be rather vaguely called beauty. This quality, at once so apparent and mysterious, exists to a very large degree in the pictures you have produced.

I have no intention of trying to define beauty: each of us has shown that he is not only conscious of it, but capable, in varying degrees, of realizing it objectively. This of course, and particularly here, is rare.

JOSEPH HERGESHEIMER
THE TOWER HOUSE
WEST CHESTER, PENNSYLVANIA

I am having a number of inquiries about the motion picture rights of my books; but your superiority on the plane of my main engagement is so enormous that I am more or less waiting to hear from you about my other stories, perhaps in particular Java Head.

I am, naturally, hoping that you'll do Wild Oranges in the nearest future. It would be a charming experience for me to see you produce it, and I should make every effort to be the silentest spectator imaginable at its visible creation.

Very sincerely

Joseph Hergesheimer

D.W.Griffith, Esq.
4500 Sunset Boulevard
Hollywood, California

JH/DF

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

July 25, 1919.

Dear Mr. Banzhaf:-

I am attaching hereto for your information, copy of the Summary of Contracts for the first Douglas Fairbanks picture closed during the week ended July 19, 1919.

Respectfully,

A. Goldfish

Treasurer.

Mr. Albert H. T. Banzhaf,
#2-Rector St., New York City.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 4-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO (Name of actual shipper.)

Address 4500 Sunset Blvd., (Number.) Los Angeles (Street.) Calif. (City.) (State.) From Los Angeles, Calif. (Place of original shipment.)

Via American Railway Exp (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Calif. (U. S. Customs port of exportation.) To ultimate foreign destination of goods Toronto, Ont. (City.) Canada. (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 50 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. R A C #63	, DATE OF EXPIRATION _____, 191		1, 191		
		Positive Motion Picture				
		Film - Dorothy Gish				
		Production entitled				
		"NUGGET NELL"				
		4 prints				
		(5 reels per print)				
		Total 20 reels		18952	$1516.	16

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Players Lasky Corp. c/o Price Waterhouse & Co. of TORONTO ONTARIO CANADA. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Players-Lasky Corp. (Name.) Toronto, Ontario, Canada. (Address.) is the actual consignee on whose account the shipment is made.

D. W. GRIFFITH STUDIO

Sworn and subscribed to before me JUL 25 1919 on _____, 191

(Signature) _____

(Capacity) Business Manager. (Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd., Los Angeles, Cal.

Geo. P. Schmerdt
(Deputy Collector, notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

1—448

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) LOS ANGELES CALIF. 7-25 191 9

Invoice of MOTION PICTURE FILM purchased

by Famous Players Lasky Corp. of Royal Bank Bldg. Toronto Ont. Canada

c/p Price Waterhouse & Co.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Calif.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	Copies Motion Picture Film			
		Dorothy Gish Production			
		entitled "NUGGET NELL"			
		(4738 ft. per copy)			
		Total Footage -- 18952	.08 per ft.	.08	$1516.16
		"GOODS MADE IN U. S. A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 25th day of July 191 9.

(Signature) D. W. GRIFFITH STUDIO.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

By

Business Manager.

Copy

July 25, 1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

My dear Mr. Epping:-

At the time you were out here in April, we worked together with the view to reconciling the accounts of our various affiliated organizations interested with this studio; and at the same time we gradually formulated a procedure for handling the costs of our various pictures, as well as the various sums of money received for these pictures - whether in the nature of advance payments for production, payments for release prints, or revenue from the pictures after release.

Of course, while you were here there was not much opportunity to do anything more than to make memoranda and discuss matters from a theoretical standpoint; but after you left we tried to follow out your suggestions as best we could. At the same time, conditions as they then existed and as the records were then in were discussed, and while certain changes seemed advisable, the apparent labor and complications which would arise in making these changes seemed so great that you advised not making them. In particular this refers to the manufacturing, releases, and equipment handling.

However, after we had followed our the suggestions that you had made, Mr. Griffith had occasion to inquire as to the cost of his pictures, and when I tried to tell him I found that the accounts were so interwoven - containing items that should properly have been kept outside of the pictures, such as laboratory or factory accounts, cost of equipments handling, the release being included in the cost of the pictures, and a few other snags like this - that it was a very cumbersome and laborious task to provide Mr. Griffith with the information he wanted and which he was entitled to receive at any time he wanted to know.

Mr. Beach, Mr. Blake and myself then got down to business, and again considering the suggestions you had made as well as those made by Mr. Howard of Price Waterhouse Company when he was here, we set about to rearrange our accounts so that at any weekly report period we could give him a balance figure showing exactly how his account stood on each and all of his pictures, as well as a number of miscellaneous accounts which had no bearing on the cost of the pictures but had to be handled out of the studio funds.

All this necessitated clearing up all those old snags that you advised us not to tackle, and consumed a great deal of hard work and careful thought and study by all three of us; but it has resulted in what we feel is a very satisfactory system - both from the standpoing of an accountant, and from the ease in which it is handled. It has now been in operation really only a month, but every time Mr. Griffith has asked us a question regarding our accounts we have been able to give him correct figures right off the bat, which we never were able to do before. I showed Mr. Griffith a financial statement a month ago which showed the exact standing of each and every picture; and while the statement showed that the costs exceeded the sums advanced by the Famous-Players Lasky Corporation in most cases, the manner in which my report presented the case seemed to please him very much, inasmuch as it showed him the exact information he wanted with no unnecessary figures, and the data was compiled from our regular accounts.

Now, after having gotten our work in what we feel is an excellent condition, judging from the way it has worked after a month of operation, along comes your letter of July 15th which fills us with dismay and consternation; for you make suggestions which upsets all our hard work and sets us in to face another siege of reconstruction of accounts, and to a certain extent your suggestions take us back to where we were in the first place.

Naturally a child pleads for its own toys, and we are now pleading for our own system, so long as it is consistent that we may have it; and in defense of our system and in support of our plea, we offer the following objections to your eleven suggestions, which you attach to your letter of July 15th.

1. We have found from experience of the past year and a half that the "D. W. Griffith Studio" can operate a number of series of pictures, with a number of pictures in each series, and at the same time each series and each picture will receive exactly what due it, giving the cost in detail as completely as though each series or even each picture was recorded in a separate set of books. Further, in this connection, when the D. W. Griffith Studio moves to New York (if it ever does) all the records that will have to be absorbed into the eastern books can be transferred from our present books as easily as any new set which we might start, because before leaving Los Angeles we would close out all the accounts payable and accounts receivable with the exception of the Famous Players-Lasky corporation, which will be in the nature of revenue and will continue for some time. In this way we are not cumbered with so many special sets of books and trial balances necessary to arrive at a general total.

2. If we start a separate bank account for the First National series it will necessitate also another voucher system and practically a duplicate set of records for the First National series, and the present series would be forever borrowing money from the National series - necessitating endless bookkeeping

between the two series. It is just as easy and answers all purposes just as well, to let our records show for themselves what money has been received and what money has been expended on the various series, leaving it in one bank account. This was done with the Gish Paramount pictures, and the Griffith Artcraft series, and no confusion resulted.

3. If we carry only one bank account, this suggestion requires no answer.

4. The First National Exhibitors will receive credit for all the money they pay us, you may be quite sure.

5. Our answer to #2 covers this suggestion as well. If it becomes necessary to pay Paramount or Artcraft picture bills out of First National funds, the same is replaced from the revenue from the Gish and Griffith pictures when the revenue is received.

6. The D. W. Griffith Studio operates the laboratory, and charges are made to each and every picture for work performed on a footage basis. If the First National funds carry the laboratory payroll, an accounting will be made of same on our trial balance, which will show at any time just how much the laboratory is indebted to the First National for its maintenance. However, the laboratory is practically self-supporting; in fact, on a great deal of our work there is a small profit.

~~7~~ The accounts are now in such shape that from this time on we will be able to tell exactly what the profits or losses from the laboratory are, retro-active from July 1st.

7. The answer to #6 also applies to this suggestion; the laboratory being operated outside of the pictures, naturally we will charge enough for our work so that there is no loss to the laboratory, and at the same time there will be very little profit if any on our own work. If we do work for outside people, of course, we expect to make as big a profit as possible and we charge accordingly.

8. We are already carrying this suggestion into effect, namely: each picture carries a payroll of its own; and the overhead, such as the office staff, etc., is pro-rated on the pictures being worked upon. If there should be an idle stock company, which is not likely to be any great amount, we can very easily carry it on the First National Series.

9. The payrolls themselves show exactly whether the employees are on the overhead or whether they are working directly upon some one picture; and, as stated before, the active overhead is pro-rated on the pictures being worked upon while the idle overhead, as you say can be carried on the First National series. This will save ~~xxx~~ unnecessary labor making out bills from one series to the other, and the distribution of funds in the cash will show for itself.

10. You are apparently making out a new classification, or distribution. I trust that this has not been done, as printing such forms is expensive, and we can get along with our old forms as long as we remain on the coast, for we do not find them to be clumsy or burdensome, and we have an abundance on hand.

11. If we carry our bank account in one bank, a distribution of funds in our cash will show whethere or not we have loaned from one fund to the other, and it will not be necessary to issue ~~xxx~~ checks from one account to the other in order to keep the cash straight.

In your letter of July 15th you speak about closing up the Gish series and the Griffith series. I do not see how this can be done, because we are now entering upon the second year of the Gish pictures which means that we will be doing seven more Dorothy Gish pictures. Also the revenue from both series is coming in and should logically be taken care of through the accounts we have started. The Griffith series can be closed so far as production charges are concerened, but they should be left open to receive the revenue.

These comments are made in perfet frankness and with due consideration for your past experience; but knowing the conditions as I do, I feel that as long as we remain on the Pacific Coast it will be simpler and easier for you and wiser for us to continue as we are now doing and we will be saved the labor of opening two sets of books - one here for the First National series, and another when the studio moves to New York.

I am further in favor of permitting things to remain as they now are, because I recall your extreme annoyance when it became necessary for you to decide whether or not a bill was chargeable to the "Clansman", to the "Wark", or to the Reliance-Majestic.

Too many sets of books and too many accounts are not conducive to the happiness of the auditor or to the business manager.

With very best regards, I beg to remain

Yours sincerely,

P.S. Please excuse typographical errors. My stenographer is away for the afternoon, and I am back on the old job myself and find myself somewhat rusty.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

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HY LOSANGELES CALIF JULY 26 19.

20 BROAD ST., N. Y.
Rector 1278-1279

A H T BANZHAF

2 RECTOR ST NEWYORK. 230AM

PELHAM COUNTRY CLUB SOUNDS GOOD IF NEAR RAILWAY STATION AND WHAT CONNECTIONS ARE MADE STOP IS THIS IN NEWYORK-CITY. OR CAN HUCK BUILD AS HE HAD PLANNED AT ORIENTAL POINT WITHOUT CITY RESTRICTIONS HOW MUCH FRONT ON THE BAY ANSWER. QUICK.

D W GRIFFITH

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT. 20 BROAD ST., N. Y. Rector 1278-1279

TELEGRAM

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15GS HP 67NL

GS LOSANGELES CALIF JUL 27 19

A H T BANZHA

2 RECTOR ST NEWYORK

HAVE YOU FORMED PLAN TO PUT ALL THE EXPENSE OF NEW STUDIO ON RENTAL BASIS COMPANY COULD ARRANGE TO DO BUILDING AND COULD PAY HUCK FOR DOING IT SO WE CAN HAVE ENTIRE STUDIO BUILDINGS EQUIPMENT AND EVERYTHING ON RENTAL BASIS STOP OF COURSE

THIS WAS THE IDEA FROM BEGINNING THE ONLY ONE OF ANY VALUE TO SECURE PURPOSE FOR WHICH THIS WHOLE MATTER WAS INTENDED ANSWER

D W GRIFFITH

Form 1206

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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Send the following message subject to the terms on back hereof, which are hereby agreed to

July 28 1919

New Studio

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

COUNTRY CLUB AT PRESENT FIFTY MINUTES FROM FORTY SECOND STREET BY SUBWAY AND STREET CAR WHEN SUBWAY COMPLETED WILL BE THIRTY FIVE MINUTES STOP THIRTY FIVE MINUTES BY AUTO IN CITY HUCK CAN BUILD AS PLANNED IF DEAL GOES THROUGH ABOUT ONE THOUSAND FEET ON BAY PROPERTY WILL BE HELD BY CORPORATION AND RENTED TO YOU TO CARRY OUT ORIGINAL IDEA AS NEARLY AS POSSIBLE COUNTRY CLUB JOINS SPENCER PIECE WHICH IS REACHED AS SHOWN ON RAPID TRANSIT MAP MAILED YOU AND DESCRIBED IN MY FORMER LETTER

BANZHAF

chg A H T Banzhaf 2 Rector St

Los Angeles, Calif.
July 28, 1919.

Lt. Col. E. G. Northington,
Commanding Officer,
Letterman Hospital,
Presidio, San Francisco.

Dear Sir:

I take this means of extending to you my thanks for the courtesy shown my representative, Mr. E. C. Bidwell on Saturday and Sunday just past. He interviewed you in behalf of my nephew, Albert L. Griffith, recently returned from France and confined in your hospital.

I am more than grateful to you for your kindness in granting him a thirty day furlough in which to visit his family. Undoubtedly this furlough will mean a great deal toward his recovery.

Very truly yours,

July 28th 1919.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

Enclosed herewith please find statements of contracts for first Douglas Fairbanks productions starting with May 27th and ending July 19th. You will note that the statement for June 21st is missing and as soon as I locate the same I will forward it to you.

Very truly yours,

GD

JOSEPH L. KUN
ATTORNEY AND COUNSELLOR AT LAW
507-508 LINCOLN BUILDING
BROAD ST. AND SOUTH PENN SQUARE

PHONES { BELL. WALNUT 271
BELL. WALNUT 5575
KEYSTONE, RACE 2626
LONG DISTANCE

Mother & Law
#3

PHILADELPHIA July 28, 1919.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Al:

I have your letter of the 25th inst., in the matter of "The Mother and the Law", and in compliance with your request, I am very glad to send you herewith, corrected bill for $150. I want you to understand that I am always more interested in helping you than in collecting fees, especially in matters in which you are personally interested.

With best wishes, I am

Very truly yours,

JLK-M

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Lambs,
130 West 44th Street,
New York City,

July 28th, 1919.

D. W. Griffith, Esq.,
Hotel Alexandria,
Los Angeles, Cal.

My dear Mr. Griffith:-

I have frequently remembered with pleasure my association with you in what the trade has come to term The Biograph Days, thus epitomizing one of the epochs in your splendid career. I also remember that you then said that I was the best assistant that you had and one of your best actors.

Since that time I have produced some successes and have taken a

fling at the task of supervising the organization, finance and business ends of production. I do not think that I am a business man however, and I have come to the conclusion that if you would permit me again to associate myself with you in any capacity that you would find my merits justified, I would be glad for my part to make it permanent, knowing your ability to bring out the best that is in me and fairly reward those in whom you find the qualities of ability, loyalty and congeniality in your organization.

If I were in Los Angeles, I would call to see you personally and state my reasons for taking this step. Since I do not have this advantage, I would like you to have my full assurance from this letter that I would like nothing better than for you to permit me to renew to some extent the pleasant conditions of the old days on such a basis of permanency as you yourself would determine upon after I had been with you for some time.

I feel that I have the ability, under your supervision, to work out the objects that you have in the production of motion pictures and the will to do so.

Will you kindly treat this letter in confidence until such time as you shall act

favorably upon it, and in the meantime let me have your reply at your early convenience.

With kind personal regards,

Very sincerely yours,

Frank Powell

FP:D

CUBAN MEDAL FILM CO., INC.
1476 BROADWAY
NEW YORK

TELEPHONE
BRYANT 1429

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HAVANA, CUBA.
SAN JUAN, PORTO RICO

MAIN OFFICE
1476 BROADWAY
NEW YORK

BRANCH OFFICE
SAN JUAN
PORTO RICO

MEDAL FILM COMPANY, INC.

QUALITY FILMS ONLY

NEW YORK July 28, 1919.

Mr. Albert H. T. Banzhaf, President
Wark Producing Corporation,
1476 Broadway,
New York City.

Dear Sir:-

We are returning to you herewith the document authorizing our company to register in Cuba the rights for INTOLERANCE. As explained to you verbally we are exploiting our pictures in Cuba through our subsidiary company, the CUBAN MEDAL FILM CO.,INC, also a New York corporation, and for this reason we request that you have the name CUBAN MEDAL FILM CO.,INC., substituted for MEDAL FILM COMPANY in the said document, returning same to us at your earliest convenience.

The signature and seal of the notary must be attested to by the County Clerk and the County Clerk's signature must be verified by the Cuban Consul of this city. If you desire we shall be pleased to attend to these certifications.

Yours very truly

F. H. Knocke

Pres., Medal Film Co.,Inc.

FHK/L

July 29, 1919.

Mr. Frank Meyer,
Asst. Secretary,
Famous Players-Lasky Corp.,
New York, NY.

My dear Mr. Meyer:

I have your letter of July 19th, in which you tell me about the complaints made on account of duping scenes for London negatives.- Not very long ago Mr. Zukor himself took this up with our laboratory and I explained at that time that instructions had been given to bring down to the minimum the number of dupe scenes. It is now impossible to avoid dupe scenes on pictures that are already shipped. This you will readily understand, but on the future pictures we will do our utmost to remedy this condition.

I have a suggestion to make which may not meet with the approval of everyone but it will certainly eliminate the dupe scenes -- why not make all prints, European as well as American, from the original American negative, -the same as we now do for Australia and New Zealand? I should think, now that the War is over, that transportation conditions would enable us to make these European shipments.

You will appreciate that it is an utter impossibility to produce two negatives exactly alike, and it would therefore be only natural that the American negative should receive the best "takes" of every scene - as the way the pictures are produced nowadays, with short flashes and short scenes, the number of scenes taken is so many, when the best is selected for the domestic negative, the foreign negative is necessarily made up from second-best "takes". While these second negatives may be very good, of course they will not be equal to the first negative in most cases.

The saving on transportation on such positives as may be required for London would be more than offset by the better quality of their prints if made from the American negative. I do not suppose the present condition will warrant over 25 prints for London, and, judging from the complaints that have been made on account of our foreign negatives, it would seem that the business we are getting from London would be well worth the additional cost of transportation.

Yours very truly,

D. W. GRIFFITH STUDIO,

ECB/BB

Manager

July 29, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

I am enclosing herewith copy of a letter I have today written to Mr. Frank Meyer of the Famous Players regarding the England negatives.

Yours very truly,

ECB/BB

July 29, 1919.

Mr. M. E. Hoffman,
Lasky Studio,
Hollywood, Calif.

Dear Mr. Hoffman:

I am wondering if we can't pull together and arrange to have all prints for European use made from the original domestic negative, and I am enclosing herewith copy of a letter I have just written Mr. Frank Meyer. It seems to me that the first 25 prints for first releases could be made from American negatives at least and on the subsequent prints there would not be occasion for the European people to object so strenusously to an occasional dupe scene.

Yours very sincerely,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Minutes of special meeting of Motion Picture Producers Association regularly called and held at the Los Angeles Athletic Club on Wednesday, July 30th, at 12:30 o'clock.

President Christie presided and the following members answered the roll call:

Messrs:

Clark W. Thomas	Chas. Eyton
W. S. Smith	Jos. W. Engel
E. L. Smith	John Fairbanks
M. C. Levee	H. R. Hough

President Christie announced that the meeting was called for the following purposes:

1. To take action on the request of Mayor Snyder for the substantial cooperation of our industry in the entertainment of the Fleet on August 9th to 13th.

2. To consider plans for the formation of a cooperative purchasing and distributing organization so as to give the member studios advantage of wholesale prices on their purchases instead of retail prices.

3. Election of two new members.

It was felt that #2 was a lengthy subject in itself and should be put over until the regular meeting, August 6th, when more time could be given to it.

The question of entertaining the Fleet was discussed at considerable length and the concensus of opinion of those present was that the Association should undertake the work and that each studio should cooperate and contribute their proportion so as to assure the entertainment being a success.

The opinion of those present was that a big Rodeo would be the biggest attraction, and Mr. John Fairbanks, who was present, was appealed to. Mr. Fairbanks stated that he felt sure that his brother Douglas would undertake the proposition providing he had the solid support of all the other studios. This support was pledged Mr. Fairbanks by those present.

The Chairman appointed the following committee to have charge of the entertainment to be furnished the Fleet by the Affiliated Picture Interests:

John Fairbanks
Jos. W. Engel
W. J. Reynolds

This committee was given the power to call upon every member of the Association to do his bit and any expenses incurred by the committee to be apportioned among the members.

Mr. Engel suggested that the committee be empowered to award cash prizes not to exceed one thousand dollars, whereupon Mr. Smith, supported by Mr. Levee, offered the following resolution:

"RESOLVED that the committee be authorized to spend, not to exceed one thousand dollars, for prizes, and that this money be advanced by the Treasurer of the Association and that same be returned to the Treasurer of the Association out of the gate receipts."

The Secretary then presented the application of Mr. H. D. Kline, representing Universal, to succeed Mr. Wm. Sistrom. On motion duly made and seconded, Mr. Kline was unanimously elected to membership.

The application of Mr. E. H. Allen, representing Wm. S. Hart Productions was presented by the Secretary, and on motion duly made and seconded, Mr. Allen was unanimously elected to membership.

Application of Mr. Lou Anger, representing Jos. M. Schenck Enterprises, was presented, and Mr. Anger was, on motion duly made and seconded, unanimously elected to membership.

On motion made and seconded, the meeting adjourned.

W. J. Reynolds
Secretary.

JOSEPH L. KUN
ATTORNEY AND COUNSELLOR AT LAW
507-508 LINCOLN BUILDING
BROAD ST. AND SOUTH PENN SQUARE

PHONES { BELL. WALNUT 271
BELL. WALNUT 5575
KEYSTONE, RACE 2626
LONG DISTANCE

Wark
#3

PHILADELPHIA July 30, 1919.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Al:

I am in receipt, this morning, of a check from the Wark Producing Corporation for $150, settlement of my bill in re "The Mother and the Law". Please accept my thanks.

With best wishes, I am

Very truly yours,

JLK-M

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

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July 30, 1919

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GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E. C. Bidwell
c/o D. W. Griffith Studios
4500 Sunset Boulevard
Los Angeles, Cal.

My Dear Mr. Bidwell:

Enclosing you herewith check in the amount of Two Hundred and Fifty Dollars ($250), covering your share, or 5% of a 5% disbursement on YANKEE DOODLE IN BERLIN.

Please adknowledge receipt of same to the undersigned.

Sincerely,

YANKEE DOODLE FILM CO.

By Fenbenstein

EC
Enc.

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GOLDSTEIN & CO.

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Fancy and Evening Dresses made to order

ALL PRODUCTIONS COSTUMED ACCURATELY AND AT A REASONABLE RATE

Everything Pertaining to the Stage

Mr. D. W. Griffith, Service,
Mr. Allen Gray, Manager,
New York, N. Y.

Gentlemen:-

Will you please send me a statement of Dividend, interest and payment of the productions of "Intolerance," and the "Clansman,"

Please take notice that I am and always have resided in San Francisco, and at no time was in any way connected with Goldstein Co., of Los Angeles. Kindly send any and all communications to

S. Goldstein,
c/o Goldstein & Co.,
883 Market St.,
San Francisco.

Kindly have my address in your books as such.

I also own ten (10) shares originally issued of the "Clansman," for which I received no dividends for nearly two years; and last year there was several dividends declared.

I will have the others changed to the new issues.

Kindly look this matter up, and inform me in full details.

Awaiting to hear from you at an early date I remain,

Very truly yours,

S. Goldstein

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

July 30, 1919

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I am in receipt of your letter and wish to say that since you find it difficulty in laying out the arrangement which I outlined to you regarding keeping the First National and Gish series separate, wish to say I think it best that you continue as you are at present, as under those conditions any changes from your present procedure to the instructions which I outlined to you would be pregnant with possibilities of serious mix-ups, which could easily be avoided if I was there, but which I cannot control from this distance. For this reason I would not care to take the responsibility. Suffice to say this, that when the books come back to New York (Mr. Griffith will positively produce here in New York within 60 days) you should try to have them in such a way that the First National series of transactions can easily be segregated and transferred to a new set of books. Furthermore, with the $28000.00 from "Greatest Thing In Life" which I will send you in a day or so together with the $3200. from the foreign negatives, you should be able to finance all your C and D series pictures, and the loans from the First National should be very little, if any. Outside of the above mentioned checks you will receive no further funds from the C and D series pictures, with the exception of the production advances from the Famous Players against the current and new Gish pictures. The amounts which you receive from the Famous Players should just about take care of the production of the Gish pictures, and the $31000.00 mentioned above should enable you to pay all your indebtedness on the D series pictures of which I understand the last one has been made.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

When Mr. Griffith is finished on the Coast all the books will have to come to this end, and we can then go over them and straighten this matter out to conform with the new system which I have laid out.

Best regards,

Yours very truly,

J. C. Epperson

JCE*EMD

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

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37GS XH 783 N L

HY LOSANGELESCALIFJULY 31 19.

20 BROAD ST., N. Y.
Rector 1278-1279

Work France

A H T BANZHAF
2 RECTOR ST NEWYORK. 545 AM

THINK PERHAPS ORIENTAL POINT IS JUST AS GOOD AS THE OTHER PLACES IF DIFFICULT TO GET OTHER PLACES STOP WIRED YOU SOME TIME AGO CONCERNING CONDITIONS OF INTOLERANCE IN FRANCE AND EUROPE RECEIVED NO ANSWER KINDLY ANSWER THIS IMMEDIATELY WHAT IS BEING DONE ABOUT THE BIRTH OF A NATIONS OFFICE IN NEWYORK AS IT IS VERY LIKELY THIS PICTURE WILL NOT PLAY MUCH OWEING TO CONDITIONS OFFICE THERE SHOULD CERTAINLY BE CUT DOWN

D U GRIFFITH.

Russia v. Ukraine 600,000 francs.

500,000
37,000.
537,000. francs

central entree
Poland Bavaria
Jugo Slavia & Jugo Slavia

Atchison, Kansas,
July, 31st, 1919.

Mr. D. W. Griffith,
Los Angeles, Calfifornia.

Dear Mr. Griffith:-

I am almost ashamed to face you with a letter after waiting so long to acknowledge your helpful kindness and your delightful friendliness as shown in the work of your men at Columbus. I fear one or two of my telegrams may have seemed to have a wrong note in them, but I feel sure you know me well enough to understand the spirit of them. When they were sent I did not know exact conditions of affairs.

I am sure that you will do more for the brotherhood of man and the scattering of world peace, such as you and I long for, by building a smashingly big picture, which will exhibit the Centenary celebration, than by any other thing you could do at this moment. I have wondered if in any way I could be of help to you. If you think that was possible I would even endeavor to come to Los Angeles to co-operate with you.

You will never know how much you have done for Motion Pictures by working with us at this task. Scores of preachers are buying machines and hundreds of conservative Methodists who never before had any use for motion pictures were converted to their legitimacy and power by seeing the great exhibit of pictures which we put on at Columbus.

Rev. Dr. C. C. Marshall of St. James Methodist Church, whom you met with me several times deserves the credit for putting on such a wonderfully fine exhibition of pictures at Columbus for he worked day and night and he himself censored every picture.

I never recall my fellowship with you without a feeling of warmth at my heart and an increasingly high appreciation for your splendid personality.

With every good wish, I am,

Yours cordially, Christian F. Reisner

Christian F. Reisner.
111 Fifth Ave.,
New York City.

WM. S. SMITH, VICE-PRESIDENT & TREAS.
ALBERT E. SMITH, PRESIDENT
DAVID SMITH, SECRETARY

NEW YORK OFFICE
1600 BROADWAY

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EXECUTIVE OFFICES AND STUDIOS
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Los Angeles, Cal.
July 31/1919.

Mr Bidwell

Griffith Studios.

Dear Sir;

Enclosed find One Hundred and Twenty Five Dollars and Sixty four cents, ($125.64) to cover cost of R.R. ticket to New York for our Mr. Moreno.-----Itemized---

R.R. fare----------	$100.53
Compartment to Chicago----	19.71
Lower on N.Y.Central to N.Y-	5.40
Total	$125.64

I have arranged with Mr.Hoppe of the U.S.R.R.Administration to make reservation on N.Y.Central from Chicago to N.Y. for Mr.Moreno and he has requested that I enclose the extra amount of $5.40 which I have included in above amount.

Thanking you for your co-operation, I am

Very truly yours,
Roy H. McCray
Asst. Mngr.
VITAGRAPH CO. OF CALIFORNIA.

TREASURY DEPARTMENT

WASHINGTON

WAR LOAN ORGANIZATION
OFFICE OF THE
DIRECTOR OF PUBLICITY

July 31, 1919.

Mr. D. W. Griffith,
Alexandria Hotel,
Los Angeles, California.

Dear Mr. Griffith:-

I have just finished my first week of activity in New York, and I will give you herewith a general summary of the projects I have under way, so that I may have the benefit of your judgment as to the necessary steps to take.

Briefly, my operations for the first week have covered the following projects:

1. The proposed amalgamation of the United Artists and the First National Exhibitors.

2. The proposed construction of five independent Griffith theatres, in leading cities.

3. The proposal of Mr. McAdoo to include the United Artists in this building enterprise, enlarging it so as to ne bational in scope.

4. The formation of a separate producing and distibuting organization to handle the nameless pictures.

5. The sale of the Bobby Harron pictures.

6. The acquiring of the picture rights for "Ben Hur".

I came away from Los Angeles with the impression that it was your desire for me to interest myself particularly in a comprehensive plan to turn your great earning power into permananent investments, which would work for you continuously. Actuated by this ambition, I have given my activities in New York toward fostering the movement which would seem to possess the greatest potentiality in this respect. The three projects which seemed possibilities in contributing to this result were:

1. The amalgamation of the United Artists and the First National.

2. The five independent Griffith theatres.

3. The promotion of a nation-wide string of theatres, in which the United Artists all would be interested.

I have done the preliminary work on all three of these enterprises, so that my future activity may be directed in the course which seems likely to produce the greatest success from your point of view.

A hurried investigation of the motion picture activities in New York leads to the inevitable conclusion that great reformation is in progress. The organization of the United Artists was the first step of a movement which will undoubtedly result in realignment of the entire industry. The next step was the expansion of the Zukor organization as a defensive measure, resulting in representation in the ownership of many houses. Following the strenthening of the Zukor hold on the exhibition end, the First National has undertaken a policy of entrenchment and expansion. Now the Goldwyn Corporation has formed an alliance with the Shuberts and A. H. Woods, and there are other activities which are full of portent as to the immediate future of the industry.

I recalled your statement that the next five years would be the years of greatest achievement in the picture business, and it seems that these big developements now under way justify your estimate. The industry is now being organized on a scale big enough and strong enough to carry it to its high peak of usefulness.

After surveying this increased activity of the motion picture heavy-weights, it seemed to me that the one danger which now confronts the industry is the possibility of over-competition in the exhibition end. It seemed to me also that another very significant fact is the very dominant position held by you and the three stars associated with you in the United Artists. It seemed to me strategic, in view of the desperate competition into which the big interests have thrown themselves, to permit your great talent and reputation, and the talent and reputation of your associate stars to be the prize for which these warring factions might bid in their attempt to dominate. In other words, it seems to me that the United Artists Corporation now occupies a very commanding position because its strength, thrown with any of the big contending interests, would mean complete triumph.

In view of this situation, I thought it best to first find out how highly any of these contending organizations prized an association with the United Artists, and I took the suggestion of Mr. Talley as a lead which I have followed through in New York with some prospect of success. I have had three separate conferences with Mr. Schwalbe this week and a similar number with Mr. McAdoo, in an attempt to ascertain a common ground upon which they might meet. I brought them together

for a conference at 12 o'clock today in Mr. McAdoo's office in New York to see if there might be a common ground upon which these two organizations could meet. I shall notify you of the result of the meeting later.

At my first meeting with Mr. Schwalbe I learned that, as Mr. Talley had indicated, the First National has proceeded with a plan to amalgamate their various properties into a central corporation. The estimated valuation of these properties is $40,000,000, and upon this valuation a return of 20% is realized. Additional money is needed for the establishment and betterment of houses throughout the country to meet the Zukor competition, and the First National people propose to use the 20% earning power of their properties as a basis for additional credit to meet the building need.

I can best illustrate by taking a typical example of a single individual member of the First National, whose property has cost him $100,000. It earns a net return of $20,000. The central corporation would issue to that individual ---- $100,000. of preferred stock, bearing 7%, in exchange for title to his property. The 7% interest would subtract $7,000. from the $20,000. earned, leaving a $13,000. return, for which capital stock would be issued. That is, sufficient additional stock would be issued so that the $13,000. would yield approximately a 6% yield upon the additional capital. The theatre owner who had taken $100,000. of preferred stock would then get an additional volume of $100,000. of this newly-issued common stock, and there would still be an excess of common stock in the entire transaction of approximately $80,000,000., according to Mr. Schwalbe's figures.

The financeers who propose to back this enterprise are willing to take approximately 25% to 30% of this stock for putting up the money.

It seemed to me that the basis for negotiation in a scheme of this kind would contemplate the presentation to the United Artists of a considerable quantity of this stock because, with the additional assurance of success which your association would give, it ought to be easily possible for the First National to finance this deal on a much narrower margin for the bankers. It was as a result of this suggestion that I succeeded in getting Mr. Schwalbe and Mr. McAdoo to confer.

If this big enterprise could be consummated, giving each of the four members of the United Artists an equal volume of stock, it would then be possible to make a separate arrangement for you to receive additional consideration for lending your talent to the construction of the hundreds of houses which this tremendous organization would

control.

It was very encouraging to hear the expressions of high regard for you expressed by the officers of the First National.

The First National Exhibitors will hold an important meeting for the further development of this big amalgamation plan at Colorado Springs on August 5th. Mr. Schwalbe will leave Saturday to attend it. That is why I used every effort to get Mr. Schwalbe and Mr. McAdoo together this week.

Now, as to the five independent theatres:

As soon as I presented our proposal to Mr. McAdoo he countered with the suggestion that your project of operating independent theatres would be jeopardized by the fact that for three years at least absolute control of your products could not be assured for your theatres. I believe that we would have difficulty in financing the enterprise unless absolute assurance could be given that your pictures could be delivered and shown in these theatres. He showed me a clause in the United Artists' contract which acquired for that corporation the control of your output bearing your name. He pointed out that the one picture you would be permitted to produce on the side would not be sufficient to influence financial men to go into the enterprise. Mr. McAdoo argued that he thought you would make more money by taking the United Artists Corporation into the enterprise, and I told him that we would consider such a proposition provided special consideration should be given you for your talent in projection and your knowledge of the public taste. He personally has agreed to this and believes that he can convince the stars associated with you.

Our activity brought this building project to a head immediately, and Mr. McAdoo got hold of Mr. Smathers again and convinced him that they should immediately get their proposal into shape to present to you and the other members of the United Artists. They planned to leave for Los Angeles immediately, but Mr. Smathers' illness has delayed their departure. They will leave just as soon as he is able to go. They ought to get started within a week.

The general proposition which they will place before you is that Mr. Smathers and other wealthy associates will finance a string of theatres throughout the country, and for the right to show the star pictures will give 25% of the stock to the United Artists Corporation. To do this, however, they will require that your present three-year contract be extended to five years, so that the houses erected will have a greater period of assured success. As I said before, you would be entitled to an extra consideration for your experience and skill in connection with the operation of these houses.

Mr. McAdoo believes that from inquiries they have received from theatre men in various cities that it might be possible to build

up a string of 100 theatres, and he feels confident that the net return to you personally would be greater in this case, with a smaller percentage of stock, than it would be if you should go independently and construct a smaller number of theatres. I want you to know that his attitude seems to be based upon a desire to get the greatest possible return for you and the others associated with you, with the greatest degree of safety.

In order that the counter proposal of Mr. McAdoo may not delay our independent enterprise too long, I already have started an investigation of property in Chicago and Philadelphia and within the last hour I have had a long distance telephone call from Philadelphia indicating the possibility of acquiring a lot 100 X 165 feet on Broad St., three blocks from the city hall. It is near the Hotel Walton and only one block from the Bellevue-Startford. The Standard Oil Company is erecting a fine office building near it, and within a year the Fidelity Building will be erected within a block. The Fidelity Building will be thirty-two stories high and will cover a solid block. This lot proposed for the theatre has streets on three sides, and the land can be acquired for approximately $640,000. I have had one conference with Drexel and Company, and I am assured that with an assurance of a profitable enterprise it will be possible to finance it. The owner of the property wants an answer within ten days, but I will try to hold it open longer.

The Stanley Company is planning the erection of a 4,000-seat theatre in Philadelphia. This is the same interest which now dominates the local situation there.

As to the sale of the Bobby Harron pictures:

The First National was not interested unless Harron should appear in well-known stories. Mr. Schwalbe suggested "The Tailor-Made Man". I called on Mr. Sam Harris and he said that the story could not be disposed of before five months because they were negotiating with the author for a proper division of the returns. The version used in the United States was different from the original English version and Cohan and Harris wish to acquire the other rights before making a deal. He said they had been offered $40,000. I asked him if he would not consider a royalty proposition with Mr.Griffith behind the production rather than to take a cash payment from another concern, and he said that such a disposition would appeal to his business sense. The price for this story seemed very high, but I found out that the First National had paid one-half of the cost of "Daddy Longlegs", so that Miss Pickford's cost was only $20,000., and I thought a similar plan might be worked out if it appealed to you.

Mr. Harris said that practically every motion picture producing organization in the country had been trying to get "The Tailor-Made Man". He is a great admirer of you, and I know that if you are

interested in this proposition you will have the edge over any other competitor.

Now for the nameless pictures:

Mr.McAdoo and I have worked out a proposal which we submit to you for your judgment.

Suppose we should organize a small producing organization which would advance you the money for the Bobby Harron pictures, the Barthelmess pictures, and perhaps the Dorothy Gish pictures as soon as you can get hers. This company would also take all of your other pictures issued as a by-product. Suppose this producing company should make a contract with the United Artists to distribute these pictures but not to sell them. The producing company would employ a salesman in each of the United Artists Exchanges, and the United Artists would merely do the physical work of distribution. This would not conflict with the United Artists. In fact, it would be an advantage to them, because it would provide them with a larger program and give them some fill-in pictures, which they need. Our producing organization would benefit by having a representative salesman in each of their offices and working in cooperation with them. The United Artists would benefit by having a greater volume of distribution to reduce their proportionate overhead, and our new producing organization would have a correspondingly reduced overhead. This producing organization would, as I say, advance you the money for the pictures and take one-half of the profits. Mr. McAdoo, Mr. Price and Mr. Abrams and I would all take stock in it and put up the money. We believe it will only require enough capital to establish our organization and sales force, ad that our salesmen can immediately provide most of the money for you by advance collection on the pictures.

If this general plan appeals to you, you can safely go ahead and make preparations for the Harron pictures. Mr. McAdoo will bring the details of this organization plan with him when he comes to Los Angeles.

The Ben Hur proposition doesn't look very promising. Klaw and Erlanger are separating and quarreling. The valuation of the Ben Hur rights is one of the disputed items. Furthermore, the situation is complicated by a claim of Harper and Brothers on the copyright, and a settlement will probably have to be made with them first. Klaw and Erlanger will say nothing about the Harper claim, but Sam Harris told me all about it confidentially. He said Mr. Klaw told him that they would have to pay Harpers a round sum to avoid difficulty. Klaw and Erlanger allege they have a bona fide offer of $1,000,000 for the rights. I assume that this puts it out of the running for us. However, because of the complicated situation, nothing can be done within the next few months, and we will keep completely in touch with the situation.

I hope this detailed letter will not tire you, but I felt that it would be better to give you a rather complete summary of the entire

DWG

situation, so that you might know whether or not I had worked along the right lines to achieve your purpose. In view of the many conflicting enterprises, it may not be advisable to make too rapid progress because too much haste in accepting one situation might bar us from a more profitable course. I am proceeding cautiously, and with an eye to the largest possible permanent return to you.

It would be encouraging to you to hear even half of the good things that have been said about you to me during the past week by the substantial men I have called upon. Certainly, there is inspiration in appearing in your behalf.

Sincerely yours,

Frank R. Wilson

P. S. I will be in Washington for more than a week, pending developments in New York.

C O P Y :

- - - - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION,

Company,

with

MRS. LOIS McKENZIE,

("LOIS KYRA")

Artist.

- - - - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - - - -

DATED:

This agreement made and entered into this day of July, 1919, by and between the WARK PRODUCING CORPORATION, a Corporation duly organized and existing under and by virtue of the Laws of the State of New York, party of the first part, hereinafter called the COMPANY, and MRS. LOIS McKENZIE, professionally known as 'LOIS KYRA', of the City of New York, party of the second part, hereinafter called the ARTIST.

IN CONSIDERATION of the covenants and conditions herein contained the parties hereto agree as follows:

FIRST: The Artist agrees to render to the Company, its successors and assigns, or to such Companies or persons as may be designated by the Company, during the term of this agreement, such professional services as dancer at the GEORGE M. COHAN THEATRE and in such other theatres, motion picture theatres and places of entertainment in the United States and Canada, as may be required of her by the Company or its representative, and in such dancing parts as may be assigned to her by the Company or its representative as hereinafter provided.

SECOND: The Company engages and hereby employs the Artist for the term or length of the engagement of the exhibition of the photoplay "THE FALL OF BABYLON" at the GEORGE M. COHAN THEATRE, beginning Monday, July 21st 1919, at a compensation hereinafter mentioned, which said compensation the Company duly agrees to pay to the Artist for such engagement or any extension thereof as hereinafter provided.

THIRD: The Artist agrees in the event of the Company requiring her services as hereinafter mentioned

for a further season's engagement to take part in preliminary rehearsals which may be required for any such new engagement.

FOURTH: The Company agrees to pay the Artist for her services, including that of her assistants and the use of her props, lighting effects and other necessary appliances to properly stage her production the sum of Three hundred eighty-five ($385.) Dollars per week, which said sum shall be payable at the end of each week.

FIFTH: The Company agrees to furnish the Artist with first class transportation on trains designated by the Company while the Artist is traveling in America in the performance of her duties under this agreement and also with transportation of the assistants, baggage and props, provided the same are ready for transportation at the time and place appointed by the Company or its representative. The Company shall not be liable for the loss or destruction of or any injury to the said baggage or props through any cause whatever.

SIXTH: The Artist agrees to dance and perform whenever required by the Company or its representative during the term of her engagement of any extension thereof.

SEVENTH: The Artist agrees to comply with all the reasonable rules of the Company and any rules and regulations which may be in force in any theatre or place where the Artist may dance or perform. The Artist further agrees to be punctual and regular at performances and rehearsals, and to comply with all reasonable orders and directions of the Company or its representatives.

EIGHTH: The costumes for roles or parts in which the Artist shall appear shall be furnished by the Artist

at her own expense.

NINTH: The Artist agrees to appear at all dress rehearsals in costume and make-up.

TENTH: The Artist also agrees at the request of the Company or its representative to study, dance and perform in new and additional dances or parts of the same as may be selected by the Company, but only as the Star or leading part therein.

ELEVENTH: The Artist hereby covenants and agrees that from the date of the signing of this agreement to the expiration of the same, and in case of any extension or renewal thereof, until the expiration of the extended or renewed term, she will not dance or perform or render any professional services either in vaudeville, theatrical, concert or any other engagement for or under the management of any person, persons or corporation other than the Company in the territory covered by this agreement, either for pay or gratuitously, without the written consent of the Company; and that she will not, without like consent, dance or perform for any person, persons or corporation engaged in the production of film or motion pictures.

On the violation or attempted violation of this provision the Company may, without notice to the Artist, apply for and obtain an injunction to restrain the violation or threatened violation of this provision, to which injunction it shall be entitled as a matter of right and regardless of any other remedy it may have; it being conceded and agreed that the services of the Artist, as required in this agreement, are special, extraordinary and unique; that the right to said injunction is necessary

for the protection and preservation of the rights of the Company and to prevent irreparable damages from the breach by the Artist of this provision, and that this contract was entered into by the Company in consideration of the Artist agreeing to this provision.

TWELFTH: On the breach by the Artist of this agreement, she shall pay to the Company an amount equal to the total salary guaranteed to her for the season or term in which the breach occurs, as compensation for the damage to the Company by reason of such breach, it being impossible to ascertain or estimate the entire or exact loss, damage or injury which said Company may sustain by reason of such breach, and said sum is agreed upon as liquidated damages and not as a penalty.

In the following cases the Artist shall have the right to terminate this agreement and to refuse to render further services to the Company without prejudice to her right to compensation for the services actually rendered by her to the date of such termination:

(1) In case any money due from the the Company to the Artist remains unpaid for Seven (7) days after the receipt by the Company of a demand in writing.

(2) In case the Artist proves to the satisfaction of the Company that she cannot continue to render her services without endangering her life or health.

THIRTEENTH: In case of continued inability on the part of the Artist to render her services through illness or personal reasons exceeding one day, the Company has a

right to deduct from her salary and services as above specified one-seventh (1/7th) of such weekly compensation for each day of such disability. Such illness or disability shall be deemed to commence on the day when the Artist fails to present herself at any rehearsal or performance at which she is required to appear and to end on the day when she informs the Company of her ability to resume her duties.

In case the Artist becomes disabled in the course of a performance, in order that the Company shall not be required to pay double salary for the same role in any one performance, a deduction may be made from her salary or compensation in an amount to the sum or compensation which the Company would have to pay to another to substitute for her in her place and stead.

In case of the disability of the Artist on account of sickness or disability caused by personal reasons shall continue for a period exceeding one (1) week the Company may at its election terminate this agreement.

If the Artist shall become disfigured, dismembered or suffer any injury affecting the Artist's stage appearance or deportment, or if the Artist's dancing powers shall become impaired, then the Company may likewise cancel and terminate this agreement.

FOURTEENTH: The Artist agrees that wherever it is not contrary to the Law to have Sunday performances, the Artist shall dance and perform and render her services with that of her assistants on Sundays in addition to week-days as may be required by the Company, without additional compensation.

FIFTEENTH: The Company shall not be obliged to give performances at any time or times when the giving of proper performances shall be rendered impossible, or, in the opinion of the Company unfeasible by fire or the elements, destroying any theatre, motion picture house or place engaged for the giving of such performance or rendering the same unfit for use or by the loss, destruction or injury of scenery, costumes or motion picture films or other material used in the giving of such performances or productions, or by strikes, detention by transportation companies, accidents or by any events, or circumstances beyond the control of or without the fault of the Company, the Artist shall not be entitled to compensation when no performances or productions are given as aforesaid.

SIXTEENTH: The Company shall be further entitled to cancel and terminate this agreement or suspend its operation in the case of War, rebellion, epidemic, public mourning or any circumstances beyond the control and without the fault of the Company, making the carrying out of this agreement impossible or unfeasible in the opinion of the Company. Failure of the Company to give such notice of termination or suspension, if any contingency above named shall arise, shall not be construed as a waiver by the Company of its right to give thereafter such notice at any time during the continuation of such contingency or whenever any of the contingencies shall again arise. In the event that any of said contingencies shall have arisen prior to the execution of this agreement and shall continue thereafter, the Company shall in like manner be entitled to cancel and terminate this agreement or suspend its operation at any time during the

continuation of such contingency.

A state of war shall be construed to be wither a war in which the United States of America is one of the parties, or a war between foreign Governments which might affect the United States of America in such a manner as to make the execution of this contract impossible or unfeasible, in the opinion of the Company.

SEVENTEENTH: The Company shall have the right to extend the term of this engagement for the season of 1919-1920 upon the same terms and conditions for a guaranteed period of at least twenty (20) weeks, by giving, on or before the day of July 1919, written notice to the Artist of its intention to so extend the same. During the extended term provisions as to salary, etc. shall apply, and in the event that the Company shall renew this agreement for an extension of not less than twenty weeks for the season of 1919/1920 the Company shall have a further right to renew this agreement for the season of 1920/1921 for a guaranteed period of at least twenty (20) weeks upon the same terms and conditions, except that the total salary of the Artist and her assistants shall be Five hundred ($500.) Dollars per week, by giving two week's written notice to the Artist on or before the expiration of the season of 1919/1920 of its intention to so renew the same.

EIGHTEENTH: All notices provided for in this agreement may be given by mailing the same properly addressed to the last known place of residence of the Artist.

NINETEENTH: The Artist hereby declares and covenants that she is entirely free and has good right to make this agreement; that she has not entered into any

agreement of any description which prevents her or could prevent her from carrying out in full the terms and purposes of this agreement and that no person, firm or corporation has or claims any right to her services during the time covered by this agreement or has a right to prevent her from carrying out in full the terms and purposes of this agreement.

TWENTIETH: The said Company may assign this agreement to any corporation, and in such event this agreement shall continue in full force and effect between the Artist and said Corporation, to whom this agreement may have been assigned.

TWENTY-FIRST: The interpretation of this agreement and all questions arising under the same shall be determined according to the laws of the State of New York.

TWENTY-SECOND: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties and no representations, warranties, covenants or promises made by any representatives or agents of the company or any other company shall be binding or be considered a part of any agreement between the Company and the Artist, unless herein expressly contained and no variation or modification of this agreement shall be made except in writing, signed on the part of the Company by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Company.

IN WITNESS WHEREOF, the Artist has hereto set her hand and seal, and the Company has caused these

presents to be subscribed by its
and its corporate seal to be affixed thereto this
day of July 1918 at New York, N.Y.

WARK PRODUCING CORPORATION.

By.....(L.S.)

(Signature of the Artist)

.....

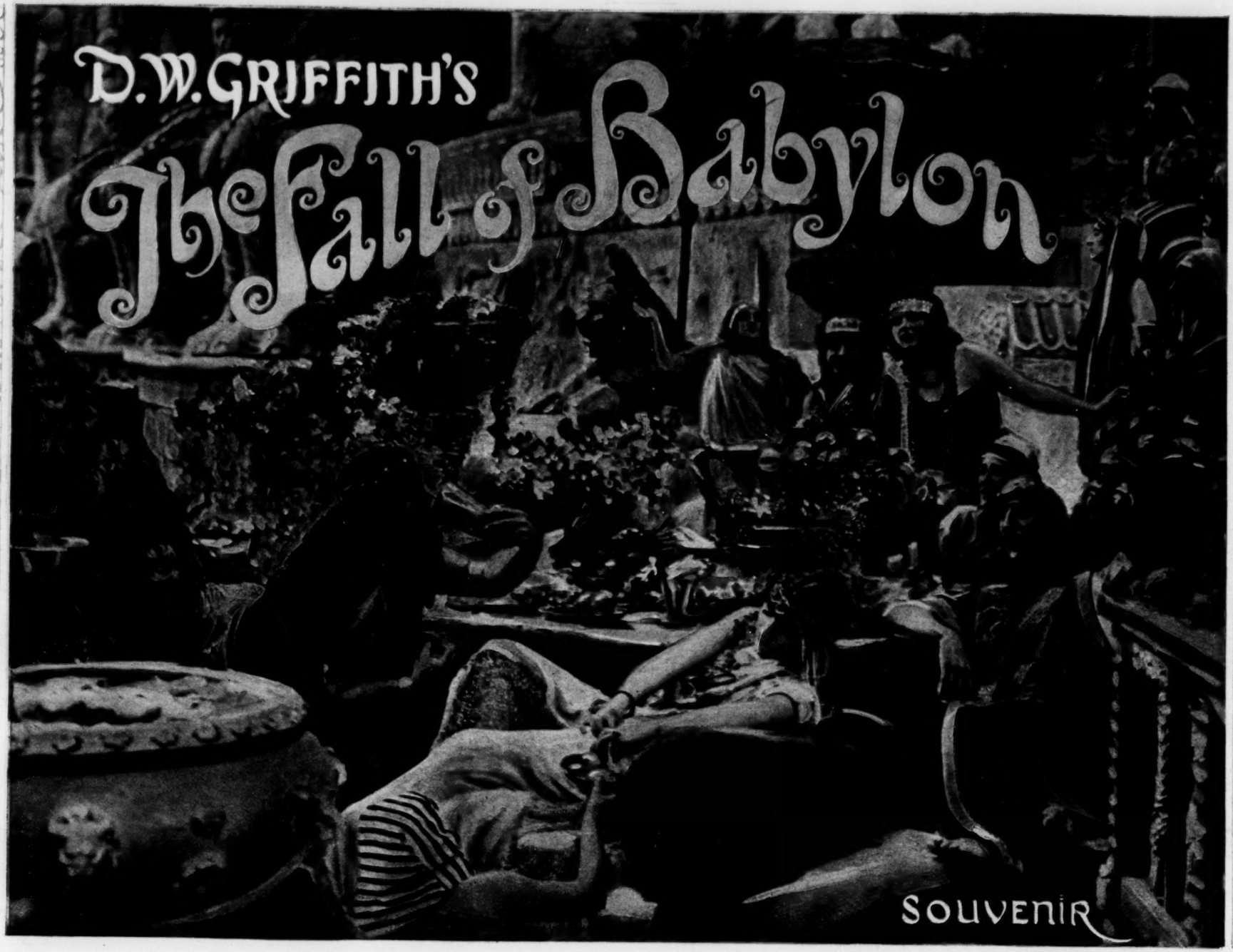
(Permanent address)

.....

file 7-21-19

D. W. GRIFFITH'S

The Fall of Babylon



SOUVENIR

PRICE 15 CENTS

"Why touch upon such themes?" perhaps some friend
May ask, incredulous; "and to what good end?
Why drag into the light of day
The errors of an age long passed away?"
I answer: "For the lesson that they teach:
The tolerance of opinion and of speech."

—HENRY WADSWORTH LONGFELLOW

D. W. GRIFFITH COLLECTION
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ALBERT L. GREY, Mgr.
720 Longacre Bldg., N.Y. City

D.W.GRIFFITH
offers
The Fall of Babylon
A Purple Romance
of an Ancient Day
Produced Personally
by
DAVID WARK GRIFFITH

Virgins of the Sacred Fires
Rhapsode
The Mountain Girl

PREFACE

The people in the days of Babylon lived the same, worked the same, loved the same, as we of today. When you see this play just imagine the scenes are in your own city, your own street corners, your own familiar squares. Imagine the people of the story are your own people. Imagine the invaders are destroying your own country, even as the Huns did Belgium, only there was no one to take up the fight for the Babylonians, and they were trampled forever into the dust. Their sorrows and sufferings, sacrifices and loves, have come down through these many years.

Therefore have in your heart a little tear, a little sympathy, a little pity for those who have been so long in the tomb of days gone by.

DAVID WARK GRIFFITH

BABYLON
(EARLY CIVILIZATION)

FOR nearly two thousand years Babylon was the center of the world's civilization. Her script and her language were known in Egypt and on the shores of the Mediterranean, and were the universal medium of communication between educated men. She was the bank and emporium of the East, and in the age of her splendor, with her daughter states about her, dominated the thoughts of mankind. What Rome has been, and London is, that Babylon was—"the glory of kingdoms, the beauty of the Chaldees' excellency." (Isaiah 13, 19.) Her ruins are still wonderful; but she has left us spiritual ruins, too, and these are yet more strange. The debt of ancient Israel to Babylon was enormous. The code of Hammurabi (B. C. 2200) may well have influenced the Mosaic code; the angelology of later Jewish Scriptures was Babylonian in origin; the stories of Creation, the Fall, and the Deluge, are of Babylonian ancestry. Little wonder if, when the end came, and she fell, a cry went through the earth that had once feared her power, her pride, her universal empire—"Babylon is fallen, is fallen!" (Isaiah 21, 9.)

Prince Belshazzar
and the Princess
Beloved

"THE FALL OF BABYLON"

(SYNOPSIS)

David Wark Griffith's story, "The Fall of Babylon," is that of a brilliant people who were dust when the Gentle Carpenter was born; who hungered for food and love and happiness—even as you and I.

They built a marvelous city, Babylon the Mighty, with massive walls and stately palaces that only treachery could reduce.

When the story begins (Babylon, 539 B. C.) two religious factions are fighting each other. The great High Priest of Bel —he of the cold, stern religion, intolerant and hard and bitter—is jealous of the worship by the Babylonians of Ishtar, Goddess of Love.

Prince Belshazzar and his father, King Nabonidus, reign upon the throne of Babylon. They have songs and prayers of rejoicing for Ishtar. The High Priest of Bel looks upon the revelry with hatred and bitterness. He has great power. He puts his guards in control of the gates and bribes several of the king's guards to join his forces. He plots to send a messenger to Cyrus, King of the Persians, and have him bring his mighty army to Babylon and destroy the city, and so avenge himself on Belshazzar and Ishtar. A trusted young man is sent, Cyrus agrees, and chariots and horses are made ready for the siege.

But a young mountain girl comes to the city to buy a dress. After she has traded her apples and other fruits for the coveted garment, she sets about to view the city of Babylon. She is seen by a young poet, the Rhapsode. Her country ways and her wild nature appeal to him and he whispers love into her ears and sings little songs of youth and happiness.

In playful romp the little mountain girl ventures afar. She is seen by a merchant of the Marriage Market, captured and placed among the maidens to be sold in the open mart.

Prince Belshazzar in all his glory, accompanied by attendants of the court, happens by the Marriage Market in time to see the predicament of the short-curled, beautiful, warm-eyed girl from the country. He is angered at her captivity. She is immediately released and Belshazzar places upon her upturned hand the seal of freedom. In the one fleeting glance the grateful girl receives from the Prince a spark of love is kindled in her heart. She forgets about her poet-lover and seeks to know more about Belshazzar.

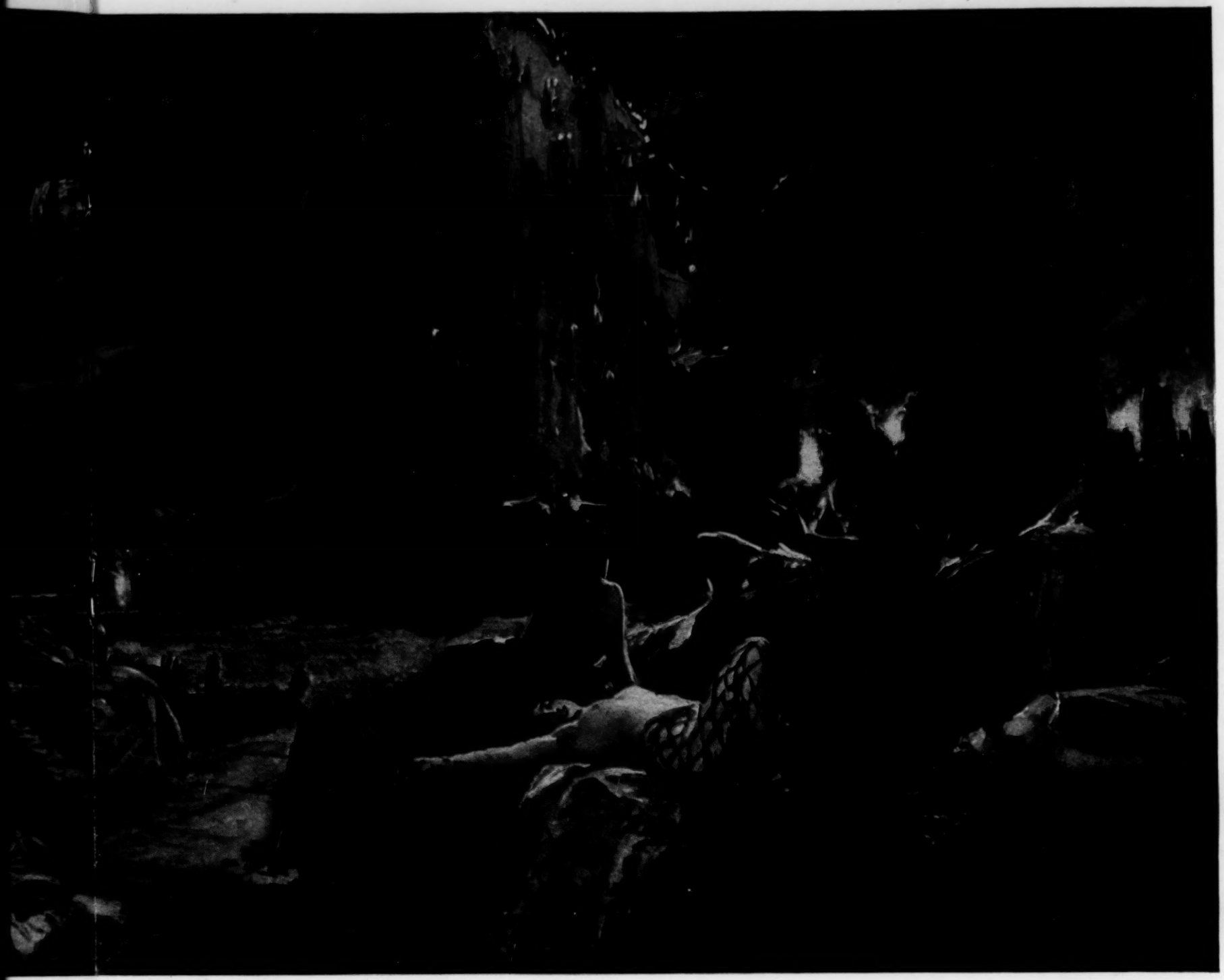
The Feast of Belshazzar is in progress. The mountain girl, standing afar off, adventurous, hoydenish, strong in love and hate, approaches to the great gate and beholds her Prince. She adores him; she worships him. Her thoughts are interrupted by the voice of the messenger who is to carry the plans of the invasion to Cyrus. By a clever ruse she lures the carrier of the High Priest of Bel into an inn and beguiles him until, boastingly, he tells her everything.

She spies upon the army of Cyrus as it leaves on its night journey of destruction, and seizing a chariot and horses she gallops ahead to warn Belshazzar, arriving in Babylon while the greatest banquet in all history still is in its height. But amid the feasting and wine and revelry the message of the mountain girl is not believed; her warning is not taken. With the onrush of the army of Cyrus, the huge gates give way, the mighty forts are brushed down, the palaces are set afire—and Babylon falls.

To avoid being taken by the enemy, Belshazzar dies by his own hand, with no one near him in his last hour but the little mountain girl who loved him and tried to save him. She holds his hands and kisses the dying lips, while the last blare from the trumpets of Cyrus falls upon her ears.

The little mountain girl wanders into the desert, alone and forsaken, her wild spirit crushed by the death of the Prince. Then love comes to her gently, softly, as the boy who sang songs to her slips his hand in hers and leads her back to her country home. There solace and happiness are found in the love of the Rhapsode.

THE PERFUMED MADNESS OF THE FEAST OF BELSHAZZ

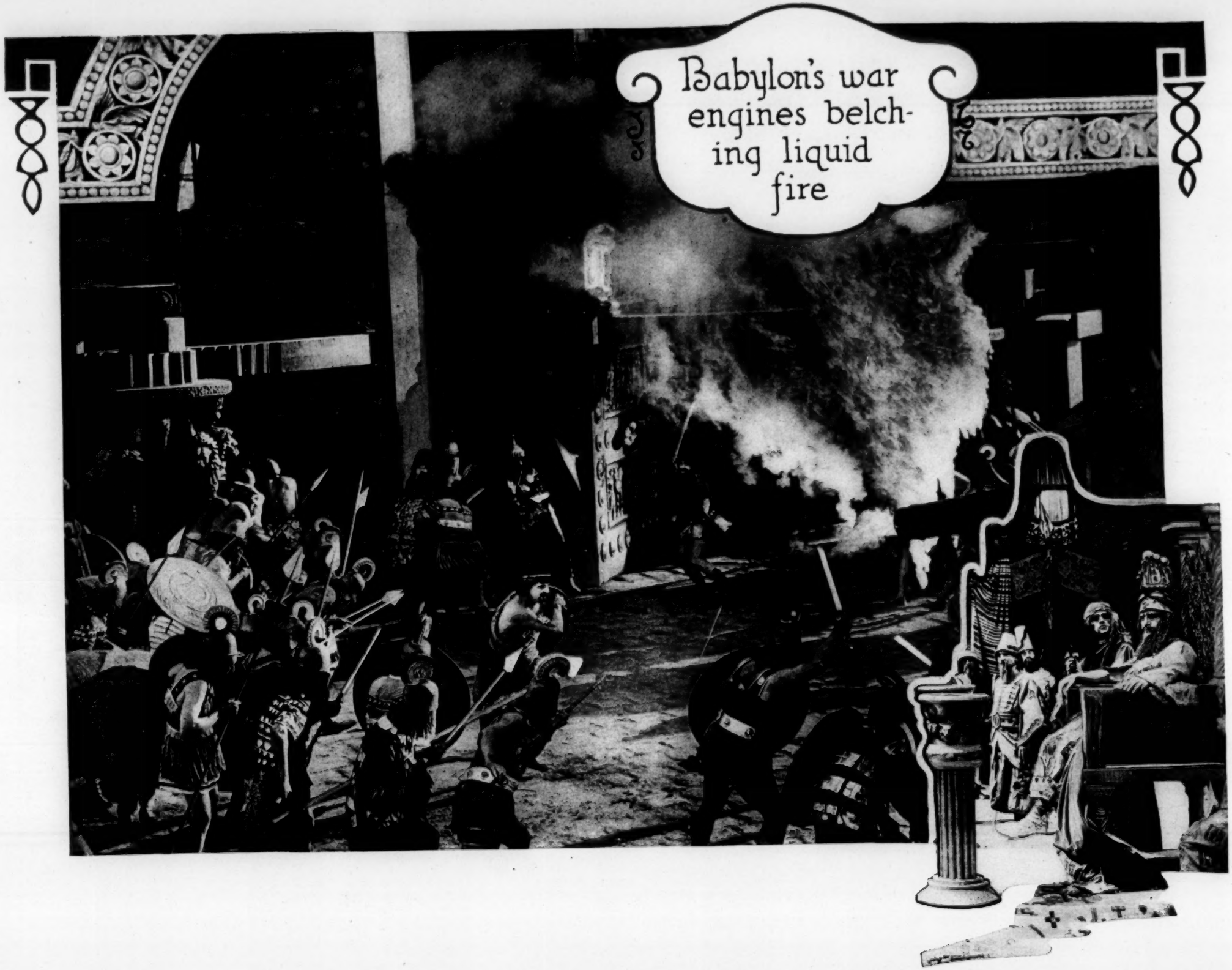


OF BELSHAZZAR IS AT ITS HEIGHT, WHEN BABYLON FALLS

They worshipped
Jshtar,
Goddess of Love

Belshazzar saves the Mountain Girl from the marriage mart

The hordes of Cyrus before the mighty walls of Babylon


Babylon's war engines belching liquid fire

Belshazzar's revelry interrupted by the onrush of the Persian invaders

D. W. GRIFFITH

PRESENTS

"THE FALL OF BABYLON"

A PURPLE ROMANCE OF AN ANCIENT DAY

PRODUCED PERSONALLY BY DAVID WARK GRIFFITH

CHARACTERS AND PLAYERS

The High Priest of Bel	Tully Marshall
The Mountain Girl	Constance Talmadge
The Rhapsode	Elmer Clifton
Prince Belshazzar, reigning with his father, King Nabonidus	Alfred Paget
Nabonidus, King of Babylonia	Carl Stockdale
Attarea, favorite of Belshazzar	Seena Owen
Attarea's Slave	Loyola O'Connor
Cyrus	George Siegmann
The Mighty Man of Valour	Elmo Lincoln
The Pharisees	Baron Von Ritzan Count Von Stroheim
Charioteer of Cyrus	James Curley
Babylonian Mother	Kate Bruce
Babylonian Dandy	Howard Scott
Girls at the Marriage Market	Alma Rubens Ruth Darling Margaret Mooney
Babylonian Judge	George Fawcett
Favorites of the Harem	Mildred Harris Pauline Stark
Favorite of Egibi	Winnifred Westover

•• •••• ••

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SACKETT & WILHELMS CORPORATION
NEW YORK

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

August 1st, 1919.

Dear Mr. Epping:-

In accordance with your request over the telephone, beg to advise that the total amount I have received account commissions on foreign sales of Intolerance, is $10,089.35. OK

I will greatly appreciate it if you will give me a statement as early as convenient of the amount due me to date.

Very truly yours,

J. J. McCarthy

Mr. J. C. Epping
D. W. Griffith offices.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTOR OF UNITED ARTISTS CORPORATION HELD August 1, 1919.

A special meeting of the Board of Directors of United Artists Corporation was held at the office of the Company on the 9th floor of No. 729 Seventh Avenue, in the city of New York, N. Y. at o'clock m. August 4, 1919.

Present: Messrs Banzhaf, Burkan, O'Brien and Price, representing a majority of the Board.

The Secretary stated that the meeting was called and held pursuant to waiver of notice of meeting signed by a majority of the members of the Board of Directors. Such waiver is as follows:

> WE, the undersigned, being a majority of the directors of United Artists Corporation do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United Artists Corporation.
>
> We designate the 4th day of August at o'clock m. as the time, and the office of the President of the Corporation on the 9th floor of No. 729 Seventh Avenue, in the city of New York, N. Y. as the place of said meeting; the purpose of said meeting being to consider and act upon such resolutions as are prescribed by the Statute of the State of Massachusetts in connection with the corporation's application to do business in that State; and the designation of agents in the States of California. and Washington.
>
> (Signed) Albert H. T. Banzhaf
> Nathan Burkan
> Oscar A. Price
> Dennis F. O'Brien

The minutes of the last meeting were read and approved.

The Secretary stated that the laws of Massachusetts require the annual appointment of an auditor by the Board of Directors, and upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

> RESOLVED That the Board of Directors of this corporation which has an outstanding capital stock of $100,000 or more, at meeting held at its offices in New York, on the 1st day of August, 1919 have employed Saul Berman of New York, N. Y. as auditor, pursuant to the provision of Section 55, Chapter 490, Part III in the Acts of 1909, and Chapter 326, Acts of 1909.

The Secretary stated further, that the laws of Massachusetts require a resolution of the Board of Directors appointing the Commissioner

MUSEUM OF MODERN ART FILM LIBRARY

of Corporations of the Commonwealth of Massachusetts or his successor in office as Agent of the Corporation to receive service in that State on behalf of the Corporation, whereupon on motion duly made, seconded and carried, the following resolution was unanimously adopted:

> RESOLVED That this Corporation hereby appoints the Commissioner of Corporations of the Commonwealth of Massachusetts, or his successor in office, to be its true and lawful Attorney, in and for said Commonwealth, upon whom all lawful processes in any action or proceeding against this Corporation in said Commonwealth may be served, in like manner and with the same effect as if this Corporation existed therein. And this Corporation hereby stipulates and agrees that any lawful process against it, which is served on its said Attorney, shall be of the same legal force and validity as if served on this Corporation. This appointment, and the authority of said Attorney, shall continue in force so long as any liability remains outstanding against this Corporation in said Commonwealth; and the President and Clerk or Secretary are hereby authorized to execute, in the name of the Corporation, and under its corporate seal, a certificate of authority or power of attorney to the said Commissioner of Corporations, in conformity with this Resolution and the laws of said Commonwealth."

The Secretary stated further that the laws of California require a resolution of the Board of Directors appointing an agent of the corporation to receive service in that State, and upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

> RESOLVED THAT J. D. Baker, Title Insurance Building, Los Angeles, Calif. be and he hereby is designated, constituted and appointed agent of this Corporation and is the person upon whom process issued by authority of or under any law in the State of California may be served.

The Secretary stated further that the laws of Washington require a resolution of the Board of Directors appointing an agent of the corporation to receive service in that State, and upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

> RESOLVED That United Artists Corporation of Delaware, having been admitted, or having applied for admission, to transact business in the State of Washington, in conformity with the laws thereof, does hereby make, constitute and appoint J. H. Powell to reside at the city of Seattle (New York Bldg.), County of King, the principal place of business of said corporation in the State of Washington, its true and lawful attorney, in and for the State of Washington, on whom all process of law against said United Artists Corporation may be served in any action or special proceeding against the said United Artists Corporation in the State of Washington, subject to and in accordance with all the provisions of the statutes and laws of said Sate of Washington now in force, and such other acts as may be hereafter passed amendatory thereof and supplementary thereto. And the attorney is hereby duly authorized and empowered as the agent of United Artists Corporation to receive and accept service of process in all cases provided for by the laws of the State of Washington, and such service shall be deemed valid personal service upon said United Artists Corporation. This appointment is to continue in force for the period of time and in the manner provided by the statutes of the State of Washington, and until another attorney shall be duly and regularly substituted.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

To printer - Fri. P.M.
Aug. 1, /19

HEARTS OF THE WORLD.

August 1, 1919.

(For printer)

So perhaps the villainies of our story should be laid upon the opportunities given by war itself, rather than to any race or people.

So perhaps the villainies of our story are as much to be laid upon the opportunities given by war itself, as on any particular race or people.

Our play is taken from the lives of two American painters, who, in their youth, went to this village in Northern France to paint the old Roman wall, whose stones were laid by the legions of Caesar.

Fairbanks
Canada
contract
U R C

AGREEMENT made in triplicate (each copy to be considered for all purposes as an original), dated New York City, August 1, 1919, between DOUGLAS FAIRBANKS, of Los Angeles, California, (herein called the Artist), United Artists Corporation, a corporation organized under the laws of the State of Delaware, having its principal place of business in the City of New York (herein called the Vendor) and United Artists Corporation, Limited, a corporation organized under the laws of the Dominion ofCanada, and having its principal place of business in the City of Toronto, Canada, (Herein called the Vendee).

Under date of February 5, 1919, the Artist and the Vendor entered into an agreement whereby the Artist granted to the Vendor the exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited and distributed a series of special feature photoplays in the United States, the Dominion of Canada, and Newfoundland.

Said agreement further provides that no agreement of franchise or territorial right for the use of any photoplays described therein shall be made or entered into by the Vendor without the written consent of the Artist or his agent first had and obtained.

Pursuant to said agreement the Artist is now engaged in the production of a special feature photoplay to be known as His Majesty, The American and to be released for exhibition on or about September 1, 1919.

The Vendee desires to acquire from the Vendor the exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited or distributed the above described photoplay inthe Dominion of Canada and

Newfoundland for a period of five (5) years from the date of release for exhibition purposes.

The Vendor desires to sell to the Vendee said exclusive right and privilege with respect to said photoplay in the Dominion of Canada and Newfoundland for the above described period, and the Artist is willing that said right and privilege be sold by the Vendor to the Vendee.

In consideration of the premises and the mutual promises herein contained and of the sum of one dollar ($1.00) by each party to the other in hand paid, receipt of which is hereby individually respectively acknowledged by all the parties hereto, each and all of the parties hereto agree with each other and all the others as follows:

I.

The Vendor hereby sells to the Vendee the exclusive right and privilege to market and turn to account, exhibit, distribute, or cause to be exhibited or distributed said photoplay inthe Dominion of Canada and Newfoundland for a period of five (5) years from the release date thereof, subject to the conditions and stipulations hereinafter set forth.

II.

The Vendor agrees as follows:

(a) To deliver to the Vendee, f.o.b. New York City, a sufficient number of positive copies of said photoplay to satisfy the demand for the same by exhibitors in said territory, said positive copies to be shipped when and as requested by the Vendee. The title to said positive copies shall remain in the Artist, and each positive copy or so

many as are then in existence shall be returned by the Vendee to the Artist upon the expiration of the period of the license herein granted at the last address furnished said Vendee by said Artist, or such other place as the Artist may direct in writing to the Vendee at least thirty (30) days prior to the expiration of said five (5) year period. If the Vendee is unable to return any of the said positive copies because of loss through their own destruction or because of any act beyond the control of the Vendee or its employees, it shall provide in lieu thereof reasonably satisfactory proof of such loss or destruction to the Artist.

(b) To supply the Vendee at a reasonable price with suitable advertising matter including first class lithographs in one or more colors in such quantity as may be necessary to properly advertise said photoplay.

(c) To indemnify and hold harmless the Vendee on account of and against any claims, demands or suits which may be made or brought by third parties questioning the right and privilege of the Vendee or of its exchanges to use said photoplay in the full exercise of the rights herein sold to the Vendee, and to join in and conduct the defense of any such claim or litigation.

III.

The Vendee agrees as follows:

(a) To pay to the Artist the sum of $21,000.00 of which $10,500.00 shall be paid upon the execution of this agreement. The balance shall be paid in monthly installments of $1,000.00 each beginning on the first day of November, 1919, until $6,000.00 shall have been paid by

the Vendee to the Artist; thereafter $500.00 per month beginning on the first day of May, 1920, and continuing until the whole of said purchase price shall have been paid.

(b) To pay to the Vendor $6,000.00, payments to be made in monthly installments of $200.00 beginning November 1, 1919, and continuing until the whole of said purchase price shall have been paid.

(c) That in all advertising matter which may be prepared and used by the Vendee in connection with the exploiting of said Photoplay, the name of Douglas Fairbanks shall receive "chief prominence", (and by "chief prominence" is meant that his name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his name appears), and that the name of no other person shall appear in connection with the advertising and exploiting of said photoplay unless otherwise directed by the Vendor, except the name of the Vendee and of the theatre in which said photoplay shall be exhibited.

(d) That the Vendee will not make nor permit any exhibitor to make any changes or interpolations in, modifications of, additions to, or eliminations from said photoplay or any part thereof, including the title and sub-titles, and that said photoplay shall always be exhibited in the same order, arrangement, sequence and manner as set forth in the positive copies when delivered by the Artist or Vendor to the Vendee.

(e) That all contracts for the exhibition of said photoplay shall contain clauses embodying the substance of the last two preceding paragraphs, and the Vendee will at its own expense enforce said provisions of said exhibition contracts.

(f) To supply exhibitors with first class lithographs at a reasonable price in such quantities as may be required by said exhibitors.

(g) That all leases or licenses for the exhibition of said photoplay shall be made separate and apart from leases or licenses for the exhibition of other motion pictures or photoplays, and shall in no way be used to influence the license, lease or sale of other motion pictures or photoplays, and that the right, license or privilege to exhibit said photoplay shall not be denied to any person, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such license or privilege, except in such theatres as would be in direct competition with the theatres for which contracts may or have been made to exhibit said photoplay, or in such theatres as do not regularly exhibit so-called first class feature photoplays or do not present first class theatrical entertainment, and subject also to the right of the Vendee to grant reasonable territorial and time rpivileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the Vendee to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(h) To use its best efforts to market said photoplay upon the basis of sharing in the gross receipts derived from the exhibition thereof in theatres where photoplays produced by the Artist have heretofore been exhibited for periods of week or more and for as long a period in such theatres as the patronage thereof will reasonably warrant or sustain with proper financial returns to the Vendee.

(i) To provide where reasonably feasible through ownership or contract relation throughout the Dominion of Canada and Newfoundland during the existence of the license herein granted Exchanges, or other method or distribution, of sufficient number to reasonably satisfy the demand for said photoplay in said territory.

(j) That the release date of said photoplay for exhibition ourposes in said territory shall be designated by the Vendor, who shall give at least four weeks notice thereof in writing to the Vendee.

(k) To promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplay or the infringement of the copyright thereof within said territory.

(l) To pay all duties or governmental taxes that apply to the importation and circulation of said photoplay or positive copies thereof, and the establishment and maintenance of Exchanges, for the distribution thereof in said territory.

(m) That the Vendee will not make or enter into any agreement of franchise or territorial right for the use of said photoplay without first obtaining the written consent of the Artist.

IV.

This agreement is not assignable by either party hereto without the written consent of the other party.

V.

The Artist and Vendor hereby constitute the Vendee as its attorney infact to procure, and the Vendee agrees to procure, copyrights of said photoplay in said territory where the same are procurable in the name of the Artist and

at its own expense.

VI.

All other rights in and to the literary compositions of said photoplay and in and to said photoplay itself, except such rights as are specifically granted to the Vendee hereunder, are reserved and withheld by the Artist.

VII.

This contract shall be construed in accordance with the laws of the State of New York.

In the presence of:

_____ DOUGLAS FAIRBANKS

UNITED ARTISTS CORPORATION

_____ BY_____
President

UNITED ARTISTS CORPORATION, LTD

_____ By_____
President

We, the undersigned, hereby consent to the execution of the withing contract between DOUGLAS FAIRBANKS, UNITED ARTISTS CORPORATION of Delaware and UNITED ARTISTS CORPORATION, LTD. of Canada.

Gladys Mary Moore, known as

(SGD) MARY PICKFORD

" CHARLES CHAPLIN

MEMORANDUM OF AGREEMENT made in duplicate (each copy to be considered for all purposes as an original), dated New York City, August 1. 1919, between DOUGLAS FAIRBANKS, now of the City of Los Angeles, County of Los Angeles, State of California, (herein designated as Artist), party of the first part, UNITED ARTISTS CORPORATION a corporation organized pursuant to the laws of Delaware and having its principal place of business in the city of New York (herein designated as Corporation), party of the second part, witnesseth:-

WHEREAS parties hereto under date of February 5th 1919 did enter into, execute and deliver a contract by which the Artists granted to the Corporation the exclusive right and privilege to market and turn to account, exhibit and distribute and cause to be exhibited and distributed a series of special feature photoplays in the United States, Dominion of Canada and Newfoundland, a reference to which is hereby had to the same extent as if the aforesaid contract were recited herein, and

WHEREAS pursuant to said contract Corporation is prevented from granting the sole and exclusive right, license and privilege to market the aforesaid special feature photoplays of said Artists in the aforesaid territory to any other person, persons or corporation without the written consent of said Artist first had an obtained, and

WHEREAS the Corporation is desirous of granting unto the UNITED ARTISTS CORPORATION, LTD. a corporation organized pursuant to the laws of the Dominion of Canada, and having its principal place of business in the City of Toronto, Canada, the sole and exclusive right, license and

privilege to market and turn to account in the Dominion of Canada and New foundland, as in specifications set forth in the draft of proposed contract, reference to which is hereby had by the parties hereto to the same full extent as if incorporated herein, of the special feature photoplay already delivered by said Artist to said Corporation, entitled "HIS MAJESTY, THE AMERICAN", and,

WHEREAS said Corporation is desirous of procuring said Artists consent to and execution of said contract and said Artist is willing to consent to and execute the said contract pursuant to terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the further promises and convenants and obligations hereinafter set forth, said Artist and Said Corporation do hereby agree as follows:

FIRST: Said Artist does hereby agree and by these presents has agreed to consent to the execution of the aforesaid contract with the aforesaid United Artists Corporation, Ltd., relative to the marketing and turing to account of his special feature photoplay entitled "HIS MAJESTY, THE AMERICAN" in the Dominion of Canada and Newfoundland, pursuant to the terms, conditions and provisions of the aforesaid contract af said Corporation dated the 5th day of February, 1919, except as modified in proposed agreement of even date hereinbefore referred to between said Artist and said Corporation and said United Artists Corporation, Ltd., and subject to the provisions of this agreement and said Artist agrees to execute the aforesaid proposed agreement contemporaneously with the execution of this agreement.

SECOND: The parties hereto further agree as follows: That in the event of seventy (70) persent of the gross receipts which shall be derived from the marketing and turning to account of the aforesaid motion picture in the aforesaid territory, for and during the full period of this agreement, be in excess of the sum of $21,000.00, said Corporation agrees to pay to said Artist such excess as and when the same accrues; and in the event of seventy (70) per cent of the aforesaid gross receipt derived from the marketing and turning to account of the aforesaid motion picture in the aforesaid territory, being less than the sum of $21,000.00, said Artist agrees to pay to said Corporation such deficit on the expiration of the period of five (5) years from the release date of said motion picture in said territory as in the aforesaid agreement described.

That in all other respects the aforesaid contract between said Artist and said Corporation dated the 5th day of February 1919, shall remain in the same full force and effect as if these agreements of even date herewith had been entered into by the parties hereto.

This agreement is binding upon the parties hereto, their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

_____ _____(L.S)

_____ BY_____

_____ (SDG) DOUGLAS FAIRBANKS (L.S)

_____

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

August 1st 1919.

D.W.G. CORPORATION

TO

ALBERT H.T.BANZHAF, DR.

- -

To professional services for month of July - - - -	$150.
Expense--"Players" Feb.1/19 house charge - - - -	2.00
Total	$152.00

Received Payment
AUG 1 1919
Albert H. T. Banzhaf

Received Payment
AUG 11 1919

Los Angeles, Calif.
August 2, 1919

Mr. Joseph Hergesheimer,
The Dower House,
Westchester, Pa.

Dear Mr. Hergesheimer:

Your stories are so delightful a recommendation of the man, that I am sure no one would suspect you of the ulterior motives to which you refer, in so kindly and thoughtfully expressing your impressions.

Had not the merit of your work interested me personally, the success of it would have attracted me to investigation, so you may know I am entirely familiar with what you have done, -- and you have done it so well.

Well do I appreciate with you that beauty is a fugitive element -- sometimes I think particularly hostile to the camera. When we invest our labors to win it, we punish our patience oftentimes -- so some reflection of it in the finished work seems all the more precious.

The schedule of future productions is not definite regarding the time for beginning work on "Wild Oranges", but I am sure it will not be distant. When the pressure of immediate work lifts somewhat, I am anxious to go more thoroughly over your other books.

I am looking forward with pleasure to meeting you personally and thank you for your sympathetic admiration of the little plays.

Sincerely,

August 2, 1919

Mr. W. G. McAdoo,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Sir:

Herewith enclosed please find personal check of Mr. D. W. Griffith for Fifteen Thousand Dollars being fifteen per cent of the amount of his subscription of $100,000.00 to the Preferred Stock of the United Artists Corporation as per your notice of July 22, 1919.

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM LIBRARY

Aug. 2, 1919.

Mr. P. H. Stilson,
c/o Famous Players Lasky Corp.,
485 Fifth Ave.,
New York, N. Y.

Dear Sir:

We are shipping you today by express a negative and positive copy of "TRUE HEART SUSIE" to be shipped by you to London, England.

Attached please find details of the negative for the information of the Laboratory In England. The total length of the negative is 6217 ft. including the leader.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

DETAILS OF LENGTH AND ARRANGEMENT
OF ROLLS OF FOREIGN NEGATIVE OF

TRUE HEART SUSIE.

Reel	Roll #	Scenes	Color	Negative Length	Length of Leader.
1	1	1	Amber	211	4
	2	2	"	199	4
	3	3	"	193	4
	4	4	"	195	4
	5	5	"	194	4
	6	6	"	115	4
Reel 2.	7	1	Amber	207	4
	8	2-4	"	195	4
	9	3	Red & Yellow	156	4
	10	5	Amber	200	4
	11	6	"	196	4
	12	7	"	108	4
3.	13	1	Amber	171	4
	14	2-4	"	198	4
	15	3	Blue	80	4
	16	5	Amber	197	4
	17	6	Amber	185	4
	18	7-9-11	Amber	103	4
	19	8-10	Two toned yellow	15	4
4.	20	1-3-5-7	Amber	203	4
	21	2-A-B-C-4-6-8-12-14	Blue	107	4
	21 1/2	A-B-C	Blue	25	4
	22	9-11-15	Two toned yellow	13	4
	23	10-13-16	Amber	186	4
	24	17	"	84	4
	24 1/2	17 1/2	"	113	4
	25	18	"	202	4
	26	19	"	101	4
5.	27	1	Amber	196	4
	28	2	"	196	4
	29	3	"	197	4
	30	4-6-8-10-12014-16-18	"	129	4
	31	5-7-9-11-13-15-17	Blue	57	4
	32	19	Amber	100	4
6.	33	1-3-5-7-9-11-13-15-17-19	Amber	208	4
	34	2-4-6-8-10-12-14-16-18	Blue	139	3 1/2
	35	20	Amber	198	4
	36	21	Amber	165	4
	37	22	Amber	193	4
	38	23	Amber	88	4
	39	24	Pink	36	3 1/2
				6054 ft.	163 ft.

Reel 4	Leader	Neg	Leader		
24	2	84	a	2	- 17
24½	2	113	a	2	17½
25	2	202	a	2	18
26	2	101	a	2	19
Reel 5					
27	2	196	a	2	1
28	2	196	a	2	2
29	2	197	a	2	3
30	2	129	a	2	4-6-8-10-12-14-16
31	2	57	B	2	5-7-9-11-13-15-17
32	2	100	a	2	19
Reel 6					
33	2	208	a	2	1-3-5-7-9-11-13-15-17-19
34	1½	139	B	2	2-4-6-8-10-12-14-16-18
35	2	198	a	2	20
36	2	165	a	2	21
37	2	198	a	2	22
38	2	88	a	2	23
39	1½	36	Pink	2	24

	Leader	Neg.	Color	Leader	Scenes
Reel 1					
1	2	211	Amber	2	1
2	2	199		2	2
3	2	193		2	3
4	2	195		2	4
5	2	194		2	5
6	2	115		2	6
Reel 2					
7	2	207	a	2	1
8	2	195	a	2	2-4
9	2	156	R+y	2	3
10	2	200	a	2	5
11	2	196	a	2	6
12	2	108	a	2	7
Reel 3					
13	2	171	a	2	1
14	2	198	a	2	2-4
15	2	80	B	2	3
16	1½	197	a	2	5
17	2	185	a	2	6
18	2	103	a	2	7-9-11
19	2	15	2 tones TTy	2	8-10
Reel 4					
20	2	203	a	1½	1-3-5-7
21	2	107	B	1½	2-aBC 4 6 8-12-14
21½	2	25	B	2	aB-C
22	2	13	TTy	1½	9-11-15
23	2	186	a	2	10-13-16

D.W. Griffith Service *offers*

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August 2nd, 1919.

Wark Producing Corp., in a/c with

J. J. McCarthy

Foreign Sales

South Africa		$7155.00
Great Britian		130145.85
Holland		6000.00
Egypt		2000.00
Scandinavia		10000.00
Spain, Portugal, etc		15000.00
Italy		13084.33
Orient		13000.00
South America		27500.00
France $12195.00		
less 1% disc.	121.95	12073.05
		$235958.23

5% $11797.91
Paid 10089.35

Due $1708.56
Paid 1200
509.56

235.958.25
11797.91
Paid 10 089.35
1708.56
n 250 1200 14.50.
Bal Due 258.56

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

August 2, 1919.

Dr. E. M. Vardon
603 Los Angeles Investment Bldg.,
Los Angeles, Calif.

Dear Doctor Vardon:

I have just managed to get all the bills on the Harper case together and yesterday I showed them to our insurance broker. Our broker was afraid that your bill would not get by the Ocean Accident and Guarantee Company for the reason that it is not sufficiently itemized. Our agent suggests that you itemize the bill as best you can, conforming as near as possible to the requirements of the insurance company, with which I suppose you are quite familiar. On receipt of your itemized bill I will present the collection of bills to our broker, who will take it up with the Ocean people.

The bill which you rendered on July 1st, merely reads - Special surgery legating left clavicle, X-ray and attending May 1st to May 23rd - $100.00.

Yours very truly,

D. W. GRIFFITH STUDIO.

By E. C. Bidwell
Manager.

ECB:LW.

Hoping this will be satisfactory
Yours
E M Vardon

Los Angeles, Calif.

August 2, 1919.

Mr. E. C. Bidwell,
c/o D. W. Griffith Studio,
Los Angeles.

Dear Sir:

I have the pleasure of submitting for your consideration a Financial Statement of the D. W. Griffith Studio under the following Exhibits -

Exhibit A - Trial Balance

" B - Accounts Receivable in detail

" C - Griffith or "D" Series of Pictures showing Cash Receipts - Cost of Production and Revenue Earned, if any.

" D - Clifton or "C" Series of Pictures showing Cash Receipts - Cost of Production and Revenue earned, if any.

" E - Loss and Gain

Yours very truly,

Accountant.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EXHIBIT A.

-D. W. GRIFFITH STUDIO-
FINANCIAL STATEMENT
AS OF JUNE 28TH 1919.

"D-1" - "THE GREAT LOVE"			
Cash Advanced.....$		120,000.00	
" " for these Prints		17,500.00	
Balance Rec'd for Guarantee...		37,500.00	
Cost of Negative and one Print	139,303.90		
" " 75 Release Prints.....	23,648.10		
Total Cost of Picture.....	162,952.00		
Earnings due D. W. Griffith...	12,048.00		$12,048.00
	175,000.00	175,000.00	

"C-1" - "BATTLING JANE"			
Cash Advanced.....		22,500.00	
Revenue Earned.....		11,270.22	
Cost of Production.....	22,707.08		
Earnings Paid Dorothy Gish	1,070.14		
" " S. E. V. Taylor	535.07		
" " Elmer Clifton	321.04		
" " D. W. Griffith	8,775.14		
	33,408.47		
Undistributed.....	361.75		
Due D. W. Griffith.....			296.63
	33,770.22	33,770.22	

"D-3" - "GREATEST THING IN LIFE"			
Cash Advanced.....		96,000.00	
" Rec'd for 75 Release Prints		17,500.00	
" " on Guarantee.....		17,838.36	
Cost of Negative and one Print	93,644.62		
" " 75 Release Prints.....	23,199.59		
Total Cost of Picture.....	116,841.21		
Surplus Earned and Unpaid.....	14,497.15		14,497.15
	131,338.36	131,338.36	

Amount of Surplus earned on
D and C Series and due Mr. Griffith.....$26,841.78

EXHIBIT B.

ACCOUNTS RECEIVABLE
STATEMENT IN DETAIL
AS OF JULY 26TH 1919.

Famous Players-Lasky Corp. D3 Guarantee Unpaid.....		$ 30,128.21
Famous Players-Lasky Corp. C8 Advances.....		18,928.58
-Miscellaneous Accounts-		
E. C. Bidwell.....	$ 700.00	
"Broken Blossoms".....	2,901.69	
Raymond Cannon.....	47.00	
Epoch Producing Company.....	428.26	
J. C. Epping.....	160.00	
F. P.-L. Corp. Miscl. Accts.....	3,896.77	
"Hearts Of The World".....	10.95	
Arthur S. Hyman Attraction.....	9.64	
Sid Koster.....	37.37	
A. L. Mc Kelvey.....	3,500.00	
Wark Producing Company.....	6,737.86	
Lennox Film Company.....	50.00	
-Total Miscl. Accounts-		18,479.54
-Com'l Ptg & Developing Accts-		
Douglas Fairbanks.....	250.00	
Haworth Productions.....	1,117.78	
J. P. Mc Carthy.....	339.52	
Katherine Mac Donald	699.14	
Peggy May.....	106.80	
A. Lincoln Miller.....	226.17	
Mary Pickford.....	1,306.31	
Anita Stewart.....	1,255.31	
Lewis Stone Co.....	123.78	
Maurice Tourneur Productions....	136.54	
Geo. L. Tucker Co.....	4,831.84	
	10,393.19	
-Less Overpayment-		
Kewpie Komedy Kompany.....	57.55	
-Total Amt Ptg & Dev. Accts-		10,335.64
-Amt of Accts Receivable to Collect-		77,871.97
1st Payment First Nat'l Series (Collected).....		50,000.00
-Total Amount as shown by Trial Balance-.....		$127,871.97

EXHIBIT B.

-D. W. GRIFFITH STUDIO-
FINANCIAL STATEMENT
AS OF JUNE 28TH 1919.

Showing amount expended on Picture over and above amount of Cash Received on "D" Series:

****

"D-2" - "ROMANCE OF HAPPY VALLEY"

Cash Advanced.....$		96,000.00		
" Rec'd for Amt of Guar'tee		17,500.00		
Cost of Production.....	97,801.44			
" " Release Prints.....	19,698.67			
	117,500.11			
Cost more than Receipts.....			4,000.11	
Amt to be earned on Guarantee-	57,499.89			
	175,000.00	175,000.00		

"D-4"- "BROKEN BLOSSOMS"

Cash Advanced.....		96,000.00		
Cost of Picture.....	91,977.21			
Cost Less than Receipts.....	4,022.79			4,022.79
	96,000.00	96,000.00		

"D-5" - "THE GIRL WHO STAYED AT HOME"

Cash Advanced.....		96,000.00		
" Rec'd for 75 Release Prts		17,500.00		
Cost of Negative & 1 Print....	104,807.56			
" " 75 Release Prints.....	22,461.52			
" More than Receipts.....		13,769.08	13,769.08	
Am't to be earned on Guarantee ($47,730.92)/	127,269.08	127,269.08		

"D-6" - "TRUE HEART SUSIE"

Cash Advanced.....		96,000.00		
" Rec'd for 75 Release Prts		17,500.00		
Cost of Negative and 1 Print..	109,012.38			
" " 75 Release Prints.....	17,184.93			
" More than Receipts.....		12,697.31	12,697.31	
Amount to be earned on Guarantee ($48,802.69)/	126,197.31	126,197.31		

"D-7" - -- --

Cash Advanced.....		96,000.00		
Cost of Negative to date 6/28-	94,402.24			
" " Release Chg " "	1,430.60			
" Less than Receipts.....	167.16			167. 16
	96,000.00	96,000.00		

Amount of Cost in excess of Cash Received	30,466.50	
" " Less than " "		4,189.95
Total of Cost in excess of " "	26,276.55	

Amount of Excess Charges that have been paid back--

D-1	25,452.00
D-2	2,997.15
Total	38,449.15

EXHIBIT C

-D. W. GRIFFITH STUDIO-
FINANCIAL STATEMENT
AS OF JUNE 28TH 1919.

SHowing amount expended on Picture over
and above Amount of Cash Received in C-Series.

****

"C-2" - "THE HOPE CHEST"

Cash Advanced.....$		22,500.00	
" Received from Exploitation.....		3,212.51	
Total Cash Received.....		25,712.51	
Cost of Picture.....	31,658.90		
" " " in excess of Investment..			5,946.39

"C-3" - "BOOTS"

Cash Received.....		22,500.00	
Cost of Picture.....	29,038.31		
" " " in excess of Investment..			6,538.31

"C-4" - "PEPPY POLLY"

Cash Received.....		22,500.00	
Cost of Picture.....	38,546.79		
" " " in excess of Investment..			15,046.79

"C-5" - "I'LL GET HIM YET"

Cash Received.....		22,500.00	
Cost of Picture.....	30,198.48		
" " " in excess of Investment..			7,698.48

"C-6" - "NUGGET NELL"

Cash Received.....		22,500.00	
Cost of Picture.....	37,365.45		
" " " in excess of Investment..			14,865.45

"C-7" - "NOBODY HOME"

Cash Received.....		22,500.00	
Cost of Picture.....	37,218.64		
" " " in excess of Investment..			14,718.64

TOTAL COST OF PICTURES IN EXCESS OF INVESTMENT: $64,814.06

Exhibit C

D. W. GRIFFITH STUDIO
-FINANCIAL STATEMENT-
AS OF JULY 26TH 1919.

SHOWING CASH RECEIPTS AND COST OF THE "D" OR GRIFFITH SERIES.

"The Great Love" D-1.

Cash Advanced.....$		120,000.00	
" Recd for Release Prints.....		17,500.00	
Balance Rec'd on Guarantee.....		37,500.00	
Cost of Negative & 1 Print.....	139,303.90		
" " 75 Release Prints.....	23,648.10		
Total Cost of Picture	162,952.00		
Earning due D . W. Griffith....	12,048.00		12,048.00
	175,000.00	175,000.00	

"Romance of Happy Valley" D-2.

Cash Advanced.....		96,000.00	
" Recd on Release Prints.....		17,500.00	
Amount of Guarantee.....		61,500.00	
Cost of Negative & 1 Print.....	97,801.44		
" " Release Prints.....	19,698.67		
Total Cost of Picture.....	117,500.11		
Profit on Picture when Earned..	57,499.89		
Cost in Excess of Cash Received			4,000.11
	175,000.00	175,000.00	

"Greatest Thing in Life" D-3.

Cash Advanced.....		96,000.00	
" Recd for Release Prints.....		17,500.00	
Amount Recd on Guarantee.....		31,371.79	
" to come " "		30,128.21	
Cost of Negative & 1 Print.....	93,636.87		
Cost of Release Prints.....	23,199.59		
Total Cost of Picture.....	116,836.46		
Surplus Ear ned and Unpaid.....	28,035.33		
Amount to come when Earned.....	30,128.21		
Release Prints Cost more than--Cash Received for them.....			5,699.59
Picture Cost Less than Cash Ad--vanced.....			2,363.13
Picture Cost in Excess of Cash--Received.....			3,336.46
	175,000.00	175,000.00	

"Broken Blossoms" D-4.

Cash Advanced.....		96,000.00	
Total Cost of Neg. & 1 Print...	91,175.30		
Cost Less than Cash Received...	4,824.70		4,824.70
	$ 96,000.00	96,000.00	

"The Girl Who Stayed at Home" D-5.

Cash Advanced.....		96,000.00	
" Recd for Release Prints.....		17,500.00	
Amount of Guarantee.....		61,500.00	
Cost of Negative & 1 Print.....	106,494.34		
" " Release Prints.....	22,461.52		
Total Cost of Picture.....	128,955.86		
Amount to come when Earned.....	46,044.14		
Picture Cost More than Cash Advd			10,494.34
Release Prints Cost more than Cash -Received for them.....			4,961.52
Picture Cost in Excess of Cash -Received.....			15,455.86
	175,000.00	175,000.00	

(Continued)

(Continued)

"True Heart Susie" D-6.

Cash Received.....$		96,000.00	
" Received for Release Prints...		17,500.00	
Amount of Guarantees.....		61,500.00	
Cost of Negative & 1 Print.....	110,938.74		
" " Release Prints.....	17,184.93		
Total Cost of Picture.....	128,123.67		
Amount to come when Earned.....	46,876.33		
Picture Cost More than Cash Adv'd			14,938.74
Release Prints Cost less than-- Cash Advanced.....			315.07
Picture Cost in Excess of Cash-- Received.....			14,623.67
	175,000.00	175,000.00	

"Outlaws of Angels Camp" D-7.

Cash Advanced.....		96,000.00	
Cost of Negative.....	91,923.87		
" " " (See foot note*)	34,514.08		
-Total-	126,437.95		
Cost of Release Prints.....	1,430.95		
Total Cost of Picture.....	127,868.90		
Picture Cost in Excess of Cash-- Received.....		31,868.90	31,868.90
	127,868.90	127,868 .90	

Summary Griffith Series.
Showing cost in excess of Cash Advanced and Revenue Earned.

D-2 Cost in Excess of Cash Advcd.		4,000.11	
D-3 do	do	3,336.46	
D-5 do	do	15,455.86	
D-6 do	do	14,623.67	
D-7 do	do	31,868.90	
D-1 Revenue Earned.....			12,048.00
D-4 Cost Less than Cash Advanced.			4,824.70
Cost in Excess of Cash Received..			52,412.30
		69,285.00	69,285.00

*Five weeks Studio Operating Expense incurred while Mr. Griffith was in East on account of "Broken Blossoms".

First National Series - N-1.

Cost of Negative..... 18,135.30

First National Series - N-3.

Cash Received on Second Payment.. 92,500.00
First Payment of $50,000.00 not received by Studio.

EXHIBIT D.

-D. W. GRIFFITH STUDIO-
FINANCIAL STATEMENT
AS OF JUNE 28TH 1919.

Miscellaneous Debits and Credits:

Cash		$ 28,186.91	
Petty Cash		1,907.02	
Accounts Payable			$ 14,805.84
D. W. Griffith Loan Acct Loaned to Studio			68,610.72
"Hearts Of The World", New York			754.04
Perforated Negative Film on hand		773.75	
Famous Players-Lasky Corp. "Accts Receivable"		49.74	
Harry I. Garson, Profit on Supplies Bought			4,278.35
Dining Room, "Equipment & Supplies"		4,732.83	
E. C. Bidwell		1,000.00	
Revenue from H-of-W Prints			52,446.10
A. L. Grey		160.00	
Accts Receivable, Miscl Epoch	$13,184.48		
Wark	14,982.83		
Com'l etc	15,114.97		
Guaranteed D-3 -	42,661.64		
Advances C-7 -	5,000.00	91,943.92	
G. W. Bitzer		1,500.00	
Profit & Loss Suspense - Epping Audit H-of-W Accts		8,900.31	
Scenario - not used -		250.00	
"Broken Blossoms"		684.53	
First National Series - "Grey entertaining Offi'ls		150.00	
Experimental Camera Work		30.38	
Film Laboratory Expense	215,112.48		
" " Revenue	236,008.98		
Profit			20,896.50
		$140,269.39	161,791.55

"Battling Jane" C-1.

Cash Advanced.....		22,500.00	
Revenue Earned.....		13,418.93	
Cost of Negative.....	22,707.08		
Earning Paid Dorothy Gish.....	1,070.14		
" " S. E. V. Taylor.....	535.07		
" " Elmer Clifton.....	321.04		
" " D. W. Griffith.....	8,775.14		
	33,408.47		
Earnings Undistributed.....	2,510.46		
	35,918.93	35,918.93	

Since the closing of July Accounts the undivided earnings of $2,510.46 has been disbursed as follows:

Dorothy Gish - -	251.05
S. E . V. Taylor -	125.52
Elmer Clifton - -	75.31
D. W. Griffith - -	2,058.58
	2,510.46

Making total disbursements as follows:

Dorothy Gish - -	1,321.19
S. E. V. Taylor -	660.59
Elmer Clifton - -	396.35
D. W. Griffith - -	10,833.72
Total amount of Revenue Earned and disbursed.	$13,211.85

"The Hope Chest" C-2.

Cash Advanced.....		22,500.00	
Revenue Received		6,117.38	
Cost of Negative.....	31,658.90		
Amount of Revenue still to be Earned to make Cash Receipts equal Cost.....		3,041.52	
Total Cost of Negative in Excess of Cash Advanced.....			9,158.90
	31,658.90	31,658.90	

"Boots" C-3.

Cash Advanced.....		22,500.00
Cost of Negative.....	29,038.31	
" " "in excess of Cash Received		6,538.31
	29,038.31	29,038.31

"Peppy Polly" C-4.

Cash Advanced.....		22,500.00
Cost of Negative.....	38,571.79	
" " " in excess of Cash Advncd		16,071.79
	38,571.79	38,571.79

"I 'll Get Him Yet" C-5.

Cash Advanced.....		22,500.00
Cost of Negative.....	30,711.61	
" " " in excess of Cash Advncd		8,211.61
	30,711.61	30,711.61

"Nugget Nell" C-6.

Cash Advanced.....		22,500.00
Cost of Negative.....	38,464.65	
" " " in excess of Cash Advncd		15,964.65
	38,464.65	38,464.65

(Continued)

Exhibit D.

"Nobody Home" C-7.

Cash Advanced.....		22,500.00
Cost of Negative.....	40,435.85	
" " "in excess of Cash Advnod		17,935.85
	40,435.85	40,435.85

-- C-8.

Cash Advanced.....		7,571.42
Advances to come.....		18,928.58
Total Amount to be Advanced.....		26,500.00
Cost of Negative.....	14,402.16	

Dorothy Gish

SUMMARY CLIFTON SERIES.

Showing cost in excess of Cash advanced and Revenue Earned

C-2	Cost in excess of Cash Advanced	3041.52
C-3	" " " " " "	6538.31
C-4	" " " " " "	16071.79
C-5	" " " " " "	8211.61
C-6	" " " " " "	15964.65
C-7	" " " " " "	17935.85
	Total --------	67763.73
C-1	Earned in excess of Cost ----------	13211.85
	Total Cost in excess of Cash advanced and Revenue Earned. ----------	54551.88
		67763.73
		67763.73

Exhibit E

LOSS & GAIN.

In analyzing this account it will be seen that it does not represent the present book records. The purpose is to show just how much the Griffith and Clifton series shall have earned at a period when the full amount of the Guarantees shall have been paid.*

Sublet Revenue 10% for handling Garson's Account.....		$ 4,278.35
Dining Room.....	5,326.23	
Experiment Camera Work.....	30.38	
Methodist Picture.....	1,241.86	
Income from Exploitation - C-1....		2,510.46
" " C-2....		6,117.38
Film Laboratory Expense.....	235,105.64	
" " Revenue		249,773.61
D-1 Investment.....		175,000.00
" Expense.....	162,952.00	
D-2 Investment.....		175,000.00
" Expense.....	117,500.11	
D-3 Investment.....		175,000.00
" Expense.....	116,836.46	
D-4 Investment.....		175,000.00
" Expense.....	91,175.30	
D-5 Investment.....		175,000.00
" Expense.....	128,955.86	
D-6 Investment.....		175,000.00
" Expense.....	128,123.67	
D-7 Investment.....		175,000.00
" Expense.....	127,868.55	
C-1 Investment.....		22,707.08
" Expense.....	22,707.08	
C-2 Investment.....		22,500.00
" Expense.....	31,658.90	
C-3 Investment.....		22,500.00
" Expense.....	29,038.31	
C-4 Investment.....		22,500.00
" Expense.....	38,571.79	
C-5 Investment.....		22,500.00
" Expense.....	30,711.31	
C-6 Investment.....		22,500.00
" Expense.....	38,464.65	
C-7 Investment.....		22,500.00
" Expense.....	40,435.85	
	1,346,703.25	
Surplus or profit.....	298,682.63	
	1,645,386.88	1,645,386.88

*In the Clifton Series, cognizance should be taken of the fact that these pictures have no guarantee and consequently only the amount of the Cash Advances could be used in this tabulation. These pictures should earn considerably in excess of that which is shown. The Griffith Series will also have earnings in excess of the guarantees which amount cannot be so much as estimated.

Telephone: Gerrard 6375 Telegrams: Frontonis, Westrand, London Code: Unicode

Grant Richards Ltd : Publishers

8 · St. Martin's Street · Leicester Square · London · W.C. 2

August 2nd, 1919.

1919

D.W.Griffith, Esq.

Dear Mr. Griffith,

Mr. Thomas Burke, the author of "Limehouse Nights" and "Twinkle-toes", is greatly annoyed at certain of the ways in which his books are being handled in America in connection with the publicity work respecting the film stories that you have founded on his books. I may as well quote exactly what he says to me:-

"May I draw your attention to the July number of the 'Photo-play Magazine'? This is an America production but it can be bought at most Leicester Square bookstalls. It is owned and published by the Photoplay Publishing Company, 350 N. Clark Street, Chicago.

In this number appear pictures of 'Broken Blossoms', with the story written by one Andrew Day - for the most part in reporter's language. but here and there helped out with my own phrases. In the contents list it is described as a 'fiction-ization' of the Griffith picture. Elsewhere, among the editorial notes, the reader is told of Griffith's first attraction, "'Broken Blossoms', the Chinese story, which appears in fiction form in this issue of Photoplay".

Has Griffith the right under any clause of that contract to hire a hack to re-tell my stories and place them in a popular magazine? If he continues to act in this way, and get vulgar versions of my stories done by his pressmen for magazines he will ruin my books in America. For this reason - to say nothing of the insult - he should be stopped at once. He has taken sufficient liberties in the filming; and I will be much obliged if you will send him a sharp cable and stop him. If you do not care to do this I will do so on my own responsibility. I do not see that the non-copyright question is here involved; it is a question of gross damage to my reputation.

A minor annoyance arises from a brochure issued by Griffith on the production of the film. Here another of his men writes an appreciation of the film, in the course of which he says that "in some measure" this amazing creation was suggested by a story by Thomas Burke, but that this was no more than the model to a great artist. True enough, perhaps; but hardly called for.

I shall be much obliged if you will write to me as quickly as possible on the matter.

Faithfully yours,

Grant Richards

Very faithfully

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

August 4th 1919

DAVID W GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

BOWLES REPORTS SELLING CENTRAL COUNTRIES INCLUDING POLAND AND BALANCE OF BALKIN STATES NOT PREVIOUSLY SOLD FOR FIVE HUNDRED THIRTY SEVEN THOUSAND FRANCS ALSO OFFER FOR RUSSIA UKRAINE AND FINLAND OF SIX HUNDRED THOUSAND FRANCS AS FINLAND WAS SOLD WITH SCANDINAVIA TWO YEARS AGO WE CABLED HIM TO SELL AT FIGURE QUOTED AND USE HIS JUDGMENT IN MAKING ALLOWANCE FOR FINLAND STILL IN DOUBT REGARDING PARIS REGARDING BIRTH POLICY SUGGEST AWAIT YOUR ARRIVAL HERE ON ACCOUNT OF POSSIBLE FOREIGN SALES BY MCCARTHY DURING INTERIM DID YOU FORWARD FIFTY THOUSAND TO TAKE CARE OF STUDIO PURCHASE WILL DECIDE ON CLUB OR ORIENTAL POINT THIS WEEK

BANZHAF

cbg Albert H. T. Banzhaf 2 Rector St.

August 4, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

I am enclosing herewith a financial statement of the Griffith Studio, which was prepared by my bookkeeper, Mr. J. H. Blake, for the purpose of presenting to Mr. Griffith in a concise and at the same time in a comprehensive manner the true situation in regard to our receipts and expenditures so far as pictures were concerned. A month ago Mr. Blake and I together prepared a similar statement and this month Mr. Blake elaborated on last months form which has resulted in the enclosed copy.

This report seems very complete to me, requiring very little, if any, explanation. There are a few items on the trial balance which will require an explanation, but in a day or two our regular weekly report #89 will be submitted and attached to this report will also be a copy of the trial balance, and for Mr. Epping's information I will give a separate letter on this trial balance which will explain a few items which might not be quite clear at your end.

By referring to the Loss & Gain statement - Exhibit E - you will notice that we have taken into consideration the guarantees due Mr. Griffith on all of his Artcraft pictures, but in the case of the "C" or Dorothy Gish pictures, no guarantee was made by the Paramount people and there fore the amounts advanced for production were the only figures we had. for our tabulation. But, from this Loss & Gain account it is apparent that eventually the studio will have made a profit amounting to approximately $300000.00, out of which Mr. Griffith can be reimbursed for the 68610.72. He has already loaned the studio, plus the revenues from the "Great Love" amounting to $12048.00 and also the "Greatest Thing In Life" amounting to $28035.33, which have been received so far, but owing to the necessity of extra funds for studio operation same has not as yet been paid over to Mr. Griffith.

Mr. Griffith spent a half hour yesterday going over this statement with me and I believe he thoroughly understand the situation.

Yours very truly,

ECB:LW.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wark

CUBAN MEDAL FILM CO., INC.

1476 BROADWAY
NEW YORK

TELEPHONE
BRYANT 1429

BRANCH OFFICES
HAVANA, CUBA.
SAN JUAN, PORTO RICO

August 4,1919.

Mr. Albert H. T. Bazhaff, President,
Wark Producing Corporation,
1476 Broadway,
New York City.

Dear Sir:-

In addition to the document which you furnished authorizing us to register in Cuba the copyrights for your film entitled "INTOLERANCE", we require an official copy of the Register of Copyrights in Washington of the certificate of copyright registrationfor the said film. Other companies whose pictures we exploit in Cuba furnish to us copies of these certificates for all their productions, as without them the copyrights cannot be recorded in Cuba. We understand that these copies can be secured from the Register of Copyrights in Washington upon application.

The writer will leave for Cuba at the end of this week and trusts that you will be able to furnish the required copy in time so that he may take it with him and attend to the registration immeditely upon his arrival in Cuba.

Yours very truly

Cuban Medal Film Co.,Inc.,

F. H. Knocke

Vice-Pres.

FHK/K

Copy to Epping

August 5, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

Supplementing my long letter of today I find I overlooked telling you that last Sunday Mr. Griffith and I had a long conference in which he went over with me very carefully the financial statement which I am referring to, and I believe he thoroughly understands the situation. He has asked me to retain the profits due him in the studio records but to set them aside probably in the form of a cashiers check or a certificate of deposit so that they will not be drawn upon for studio purposes. This I am planning to do this week.

Yours very truly,

E C Bedwell

ECB:LW.

August 5, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

I have your letter of July 30th, in reply to mine of July 25th, and I am indeed glad to be free from the labor of reconstructing our accounts until actual removal from the Pacific Coast makes such a step necessary. I have not yet replied to your letter of July 23rd in which you enclosed a Wark check for $3000 on account of the Intolerance prints. In that letter you made a statement that after the guarantee for the Greatest Thing in Life was paid to us, together with the balance due from Intolerance and the cost of foreign negatives which Mr. Banzhaf is collecting from Mr. Zukor, there would be no further funds for us from New York - your statement being that we could finance the "C" and "D" series out of these funds, and that thereafter the profit checks would be paid direct to Mr. Griffith.

In your letter of July 30th, you again mention this and at this point I desire to call attention to a financial statement which I forwarded to Mr. Banzhaf August 4th and which he will no doubt deliver to you in a day or so. This statement you will find presents our financial standing in perhaps a different light than you may have noticed before, because the mere checking of our reports does not give you much of an idea of our ledger. I prepared a similar statement a month ago when our system had first assumed its present form, but I did not submit it to anyone except Mr. Griffith because I wanted a longer trial to find its imperfections if any. The operation is very simple and the results very satisfactory as our statement shows.

Included in my financial report I have shown a summary of the costs of each series which for your ready reference I am quoting herewith.

<u>Summary Griffith Series.</u>
<u>Showing cost in excess of Cash Advanced and Revenue Earned.</u>

D-2	Cost in excess of Cash Advanced	4,000.11	
D-3	do do	3,336.46	
D-5	do do	15,455.86	
D-6	do do	14,623.67	
D-7	do do	31,868.90	
D-1	Revenue Earned		12,048.00
D-4	Cost less than cash advanced ...		4,824.70
	Cost in excess of cash received		52,412.30
		69,285.00	69,285.00

In the above summary you will notice that the D-1 picture, "The Great Love", shows a revenue earned amounting to $12048.00. This amount represents all the profit that is due Mr. Griffith until the picture earnings exceed the $175000.00 guaranteed, because the cost of the picture exceeded the amount advanced for production by the Famous Playera Lasky Corporation, and although the balance due Mr. Griffith on the guarantee for this picture was $37500.00, the studio itself was entitled to the revenue until the cost of the picture was liquidated, leaving only $12048.00 which could be taken out of the studio funds and paid to Mr. Griffith; but because of studio conditions, this has not yet been done.

The same has been true in the case of D-3, "The Greatest Thing In Life"; although this picture has yielded revenue on the guarantee amounting to $31371.79, Mr. Griffith is entitled to only $28035.33 because the picture cost a little more than the amount of cash advanced for production and for the release prints. This profit also remains in the studio funds, and its disposition will be mentioned later in this letter.

SUMMARY DOROTHY GISH SERIES.

showing cost in excess of cash advanced and revenue earned.

C-2	Cost in excess of Cash	Advanced	3041.52	
C-3	do	do	6538.31	
C-4	do	do	16071.79	
C-5	do	do	8211.61	
C-6	do	do	15964.65	
C-7	do	do	17935.85	
		Total -------	67763.73	
C-1 Earned in excess of Cost ----------				13211.85
Total cost in excess of cash advanced and revenue earned ....----------				54551.88
			67763.73	67763.73

You will notice that the cost of these pictures also exceeded the amount of money advanced, except in the case of C-1, "Battling Jane" - the total excess of the series being $67763.73. This has been partly liquidated by the earnings from C-1, which thus far total $13211.85 over and above the cost of the picture. The above summary also shows that the excess cost of C-2 amounted to $3041.52 on July 26th, whereas the original excess of cost before taking into our records any of these revenue checks amounted to $9158.90.

You will recall that when you were out here last April, Mr. Banzhaf, yourself, and Mr. Howard of Price-Waterhouse Company all recommended that all revenue checks should be deposited to the credit of the D. W. Griffith Studio and so pass through our records, and our accounts are now set up to conform to this plan which is working out very nicely. In this connection we took the contracts with the Famous Players Lasky

Corporation, and by using them as a basis we established accounts receivable for all Griffith pictures - charging the Famous Players Lasky Corporation with the full amount of their obligation as it became due as set forth in the contract guarantee for each picture. We have credited these accounts receivable with the cash advanced for production and the cash received from the sale of the first seventy-five release prints on each picture, and we have also credited these same accounts with the revenue checks as they have been received so now our records show the exact status of every Griffith picture at any time - showing just how much has been paid against the guarantee, and also whether or not the cost of the picture has been fully covered.

As the Gish pictures have no guarantee to rely on, we could not open accounts receivable for them except for the amounts due for the productions of the pictures.

In the case of C-1 "Battling Jane ", this picture has already passed the red ink period and $13211.85 profit has already been paid over to Mr. Griffith, Dorothy Gish, Elmer Clifton, and S. E. V. Taylor. They have not yet received anything from C-2, "Hope Chest", and they will not receive anything until we shall have received revenue checks sufficient to cover the cost of the negative, because the cash advanced by the Famous Players Lasky Corporation was insufficient. After the cost of the negative has been received from the Famous Players Lasky Corp., then the profit from this picture will be disbursed monthly to Mr. Griffith, Miss Gish, and Mr. Clifton - Mr. Taylor not being interested financially in this picture.

You will readily understand that where these excess costs have been so high it has required extra capital to run the studio and Mr. Griffith has been obliged to loan us money. We have been obliged to use laboratory revenue to pay production bills (although the money received from this source should have been analyzed and Mr. Griffith should have received at least a percentage of it as his profits), and also we have been unable to pay Mr. Griffith his profit out of "The Great Love" and "The Greatest Thing In Life" thus making us further indebted to him although he has not been credited on our books.

When you and Mr. Banzhaf were out here last spring these revenue checks were just beginning to come in, and I asked whether or not we could be permitted to use them for the payment of bills - pointing out that because of these excess costs our accounts payable then amounted to around $40000.00 and at the same time our weekly production advance on the two series was only $15500.00. Mr. Banzhaf stated that the studio certainly was entitled to the revenue from the pictures to offset the cost of production, and upon this basis we have since been using these revenue checks for this purpose. This was a Godsend to us, as our accounts payable have now been placed in a quite respectable condition - being only $15800.35 on July 26th.

By consulting our "Loss and Gain" statement - Exhibit E in our financial statement - you will see that we are now in a position where we should begin paying off some of our indebtedness to Mr. Griffith such as the items mentioned above which should total around $135000.00 at least.

In your letter of July 30th you seemed to carry the idea that after we have received what is due from the guarantee of "The Greatest Thing in Life" and the balance due from Intolerance which latter has since been received, that we are to receive no further funds from New York and also THAT those sums ~~that~~ would enable us to repay our C and D indebtedness.

By studying the summaries in this letter, together with our financial statement you will see how impossible this will be unless we continue to receive the revenue checks. Besides Mr. Griffith has already planned what we are to do with the "Greatest Thing" guarantee when you send it to us - and it is not for liquidating C and D indebtedness either; it is the profits he is entitled to receive and which we expect to turn over to him. You will therefore see that we will still be several thousand dollars in the hole on each series, which we have planned to liquidate by means of the revenue checks as they are received.

I am going into this matter a little more than I ordinarily would, because I want you to know the extent to which we have labored in creating records which comply with the points mentioned in the contracts and which show the relationship of one series of pictures with another, the amounts due Mr. Griffith from contract, loans, or otherwise, and in fact everything pertaining to Mr. Griffith's business of producing motion pictures. Notwithstanding all this, our system is not cumbersome to operate and it is sufficiently elastic to admit ten times the volume of business with the addition of only a few extra clerks. The exhibiting end we have not presumed to touch, but we are well satisfied that the producing end is well provided for. However, in spite of all our provisions, if we are deprived of the revenue checks to complete our records, it will leave a gap in our records which can only be completed by consulting some other set or sets of records here and elsewhere; which you will agree is not in accordance with good accounting methods; and which will make it impossible for us to supply Mr. Griffith with ready information as he requires.

You evidently do not consider that the picture revenues belong to the production end. Perhaps not when pictures are produced commercially and the production records closed as soon as a picture is finished; but where they are produced under a contract such as Mr. Griffith has been under with the Famous Players Lasky Corporation and the present First National series, all funds should pass through the Studio records for proper accounting.

It takes only a few minutes time in this office to permit these revenue checks to be taken into our records, thus completing our operation and the results are all right here; further it is not necessary to consult more than one set of books to determine figures for Mr. Griffith any time he may ask for them.

Another very important reason for our setting up our accounts in the form we now have them is that when the time comes for making out our income tax return, we will have an exact record of everything that has been paid in the form of royalties out of Mr. Griffith's profits to Mr. Bitzer, Mr. Clifton, Miss Gish, or anyone with whom he may agree

to divide his profits. You recall that we had a dickens of a time trying to figure out how much he had paid to Mr. Bitzer last year - Billy didn't know and neither did Mr. Griffith.

I trust I have not bored you with this long letter, but I felt that possibly you did not fully understand the extent we have gone in our accounting, and as stated in the first of this letter you could not get the idea from simply checking our reports.

Yours very truly,

ECB:LW.

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

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MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

August 5
1919

7

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, CAL.

My dear Mr. Bidwell:

In acknowledging receipt of return investment on YANKEE DOODLE IN BERLIN - I notice that you invaribly use the word DIVIDEND. Re-payments, which we are making on investment, are not DIVIDENDS.

I am merely making mention of this fact to you, because in compiling income statements,- the partnership of YANKEE DOODLE IN BERLIN Company has not as yet shown a profit, and the monies received by the various stockholders in YANKEE DOODLE IN BERLIN are receiving only, - return of monies invested.

Sincerely,
F Rubenstein

FR/HB

Aug. 5, 1919.

"HEATHENS"

By

Gordon Ray Young.

Young Rideout falls in love with Tavau, a native maiden of the South Sea Islands. Notwithstanding his wealthy uncle's opposition, he wishes to marry her, and elopes with her through the jungle, pursued by the inhabitants of the island and one villianous Schwartz, who wants Tavau for his woman. Rideout bests Schwartz, splitting his head with an axe; the elopers fall into the hands of an unfriendly tribe - the Chief's son demanding Tavau for the safety and escape of Rideout. Tavau agrees - but later kills herself. Rideout, very ill, is taken to Liverpool where he later engages in business.

(re The Idol Dancer)
-eb

Los Angeles, Calif.
August 5th, 1919.

Mr. S. E. V. Taylor,
Studio.

My Dear Mr. Taylor:-

I desire to retain your services as writer and production adviser for an additional period of time beginning with and including the present week and terminating the week ending Saturday, January 3rd, 1920, under the following terms:-

You are to receive $300.00 per week, of which $200.00 shall be salary and $100.00 a weekly payment in advance against the item set forth in the paragraph immediately following.

You are to receive $1,000.00 for each picture story you create and write, which I retain for production, or upon those stories for for which you have made substantial and original suggestions in writing, provided I accept your said substantial and original suggestions, or for work you do upon any book, work or play which I purchase from outsiders, and use for picture purposes, even though any of the preceding classes are altered or amended during production. You are to receive this $1000.00 in advance at the rate of $100.00 per week in addition to your salary as heretofore set forth in the preceding paragraph.

You are also to receive in addition to the payments set forth above percentage on the work as described in preceding paragraph as follows: Five per cent of my profits up to and including 100% above cost of each production; ten per cent of my profits from 100% to 200% and 20% of my profits accruing above 200 per cent. The term "Profits" as herein used shall be considered my net profits after production expenses have been paid, including estimated income tax. In making settlements my income tax on profits of each production shall be estimated and deducted and at the end of the year when my income tax has become fixed and certain we shall have a final adjustment on the exact figures. Your percentage shall be paid you as I receive my profits, and as percentage is payable to you I will prepare or cause to be prepared a written statement showing my profits and you shall be paid in accordance therewith and a copy thereof shall accompany the payment.

If this is your understanding of our agreement kindly accept this at once in writing and we will consider it effective.

Yours very truly,

(Signed) D.W.Griffith.

5% D1
5% N-1
5% N-only on 1/2

NOTE-Among the pictures to be paid for under this contract are "Scarlet Days", "Greatest Question", "Idol Dancer", "Re-incarnation of Eddie List", "Trifles", and others, the full list of which will be duly forwarded you in a few days.

August 6, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

I am a little at loss to know just where "I am at" to use the slang expression, so far as Mr. Epping is concerned. I never have been advised just what position he holds so far as my work is concerned. We have gotten along very nicely so far because all he has had to do with my work has been to check it in New York for the purpose of checking further against the charges made against Mr. Griffith by the Famous Players.

Recently he has written me a couple of letters in which he makes a statement that he is going to open a new set of records for me and has offered a number of suggestions bordering on instructions. Of course if Mr. Epping is empowered to give me instructions I shall do my best to follow them but so far I have not been so advised.

For your information, my two bookkeepers Mr. Blake and Mr. Beach and myself have been doing some very hard work since you were out here last spring in a effort to place our records in a better condition. Our efforts have resulted in what we feel is a very satisfactory system as you will notice from the arguments I have presented in my letter to you of July 24th, enclosing a copy of a letter to Mr. Epping dated July 25th, and I am also enclosing herewith a copy of a letter I wrote yesterday to Mr. Epping.

In order that I might be verified in my own opinion regarding the effieiency of our present system I took the liberty of calling in Mr. Howard of Price-Waterhouse Company a week or ten days ago, and he briefly looked over our accounts and stated that had he installed them himself for us they would not have been materially different than he now finds them. Before Mr. Epping throws our beautiful system in the junk heap I feel that it is due me to have them audited by Price-Waterhouse Company or some other certified public accountants, not because there is anything radically wrong with them but in order to obtain those peoples endorsement or criticism, as the case may be. If we have them audited now, say up to the end of July, when the time comes for us to leave for New York they can bring our records down to a final close and this will eliminate the congestion of work at the last minute, which will be bad enough without having auditors on our hands, and we will also be saved considerable labor after January 1st because of this data when we are making out our income tax return.

I tried to explain the situation to Mr. Griffith, but of course got very little satisfaction one way or another, although he was inclined to think that it was useless trying to change our system or to install a new set of records at this time. In this connection, our present system can be used as economically in New York as any system Mr. Epping or any other accountant may set up for us and the expense of making such change can be eliminated.

Will you kindly advise me in the matter, because I certainly do not want to be placed in a position of disobeying instructions but at the same time I want to be courteous to Mr. Epping. If he is not empowered to give me instructions I wonder if you will be so kind as to call him off.

With sincerest regards, I beg to remain,

Yours very truly,

ECB:LW.

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PRES. AND GENL. MGR.

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August 6
1919

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In Conjunction with
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IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles,Cal

My dear Mr. Bidwell:

A letter has been received from Mr. Lesser, - reading as follows:

"Kindly advise the stockholders that I have disposed of the following territories:

District of Columbia)	
Maryland)	$9,500.00
Delaware-Virginia)	
6 Southern States	11,500.00

In both cases I included a show for fifteen weeks, which will cost approximately $1,500. I also sold Eastern Pennsylvania, exclusive of our bookings, for $6,500, - $6,000 net already received. We get $12,500 out of the territory. The only territories now remaining are:

Louisiana-Mississippi
Greater New York
Kansas-Missouri
Minnesota -- N & S Dakota
Wisconsin

I think I can clean up everything and get back by the latter part of August or early in September."

Sincerely,

YANKEE DOODLE FILM CO.

per Ferbenatem

FR/HB

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Studio cut

7 GS NH 20 NL

HY LOSANGELESCAL 7 AUG

A H T BANZHAF

2 RECTOR ST, NEWYORK

ON MR GRIFFITHS INSTRUCTIONS I WIRED YOU TODAY FIFTY THOUSAND DOLLARS TO BE USED IN CLOSING STUDIO SITE DEAL REGARDS

E C BIDWELL

August 8th 1919.

Commercial Trust Company of N. J.
15 Exchange Place,
Jersey City, N. Y.

Gentlemen:

Enclosed please find check for $50,000. which please deposit to the account of D. W. G. CORPORATION.

Enclose also is duplicate deposit slip, please return to me.

Very truly yours,

AHTB/MB
Enc.

D. W. GRIFFITH CO
MUSEUM OF MODERN ART
COLLECTION FILM

August 8, 1919.

Wark Producing Corporation,
807 Longacre Bldg.,
New York, N. Y.

Gentlemen:

I am in receipt of a bill from the J. W. Kays Co., insurance brokers of this city, covering insurance on negative for "Intolerance" while it is stored here at our vault. I am enumerating below these policies for your information.

			Premium
National Liberty	#114734	- $5000.00	86.35
American Central	#1016193	- 5000.00	86.35
Niagara	#530882	- 10500.00	181.33
	Total Premium	----------	354.03

If you will kindly mail me your check payable to the J. W. Kays Company, for $354.03, I will secure a receipt from them and mail it to you for your files.

In addition to the above policies we also already carry $4500.00 in the Yorkshire - their policy #531321. This added to the policies enumerated above makes a total of twenty five thousand dollars insurance which we are carrying on this negative. Of course you realize that the original negative for "Intolerance" has been cut into and the "Mother and the Law" and "The Fall of Babylon" have been made. The French period and the Jewish period however have not been cut and remain as it was in the original negative. Am giving you this information in order that you may distribute your charge upon your records as to just how this insurance should be classified.

If you think it advisable to carry any more insurance please let me know and I will attend to it for you.
With best regards,

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOTEL ALGONQUIN
59 to 65 West Forty-fourth Street
New York
FRANK CASE

Aug 9th 1919

Mr. Banghaf:
Dear Sir

Mr. McCarthy tells me that you are handling the matter of the "Fall of Babylon" & "Mother & the Law" for the United Kingdom, Africa & Egypt.

I have now received the agreements which were drawn up in London & signed & sealed - as agreed by Mr. McCarthy - and shall have the pleasure of calling upon you on Monday afternoon at about two o'clock in connection with them.

Yours very truly
Cecil B. Snapp
Manager
Master Productions Ltd.

P.S. I should be glad if you can let me have a set of "still" photos and a set of posters for each of these films when I call.

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

7

August 9th, 1919.

Mr. E. C. Bidwell, Manager,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Hollywood, Cal.

Dear Mr. Bidwell:-

SECOND NEGATIVES

In reply to your letter of July 29th would say that if we adopted your suggestion to make all foreign prints from the original negative, it would simply mean the elimination entirely of the double negative and that is no fit substitute for the present trouble. The fact of the matter, the question of shipping facilities, does not enter into the question of making two negatives at all. The really genuine idea is the saving of duty and the convenience the British Office gets through having their own negative on hand. For example in the case of the subject "SPORTING LIFE", only one negative was made. The order for prints in Great Britain was so large that we were forced to send the American negative to England for printing. This is a most unsatisfactory thing to do.

There is no question that the making of a second negative is a troublesome thing but we simply have to make the best of it and try to get as few dupes in the film as possible. You undoubtedly know as well as I do, that many directors take numerous shots of the same scene and it is hard for anyone to tell the difference. Therefore I do not think the question of a first and second negative is a serious one on this particular point. I hope you will be able to manage in some way so that the foreign negatives are a little better than they have been,- that is by eliminating as many of the dupe scenes as possible. I am sure that a few words to the directors telling them that their product will surely be criticized if their second negative is full of dupes, will have a splendid effect on them.

I wish you would see what you can do to help out the situation and I am sure that we at this end will appreciate anything in the way of a betterment.

Yours very truly,
FAMOUS PLAYERS-LASKY CORPORATION

Frank Meyer
ASSISTANT SECRETARY

Frank Meyer.

RaK.

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

August 9,1919

D.W.Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, California.

Gentlemen:

Some time back we ordered four (4) prologues for "HEARTS OF THE WORLD" and up to this writing we have only received three (3).

Will you please furnish the missing prologue immediately?

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION.

P.H. Stillson

PHS:HM

P.H.Stillson
Traffing Manager

On June 14th we shipped 3 Prologues as per Lasky Studio order # 476 which were omitted in 3 prints ordered on Or # 14153 for So + Central America. Nothing was ever said about a fourth prologue. This information phoned Burrowe 9/16/19. LKW.

June 14th 318 ft each

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 11th 1919.

Library of Congress,
Copyright Office,
Washington, D. C.

Sir:

Will you kindly send me two (2) certificates of copyright on the motion pbbture photoplay "Intolerance" which was filed in your office about September 15th 1916, by D.W. Griffith, the same to be used for Register Copyright Certificate in Cuba.

Enclosed please find $1.00 to be used for same. If there is any further charge please let me know and I will remit at once.

Very truly yours,

WARK PRODUCING CORPORATION.

_____
President

AHTB/MD
Enc. 1

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wash

August 11th 1919.

Cuban Metal Film Company, Inc.,
1476 Broadway, N
New York City.

Gentlemen:

I have your favor of the 4th instance, relative to the copy -right certificate on "Intolerance" from Washington and beg to advise that I have written for the same to Washington and on receipt thereof will forward same to you.

We will expect however that your company will pay the cost of procurring said certificates.

Very truly yours,

HTB/MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Aug. 11, 1919.

Yankee Doodle Film Co.,
802-808 Flood Bldg.,
San Francisco, Calif.

Attention: Miss F. Rubenstein.

Dear Miss Rubenstein:

This is to acknowledge receipt of your check #2113 in my favor on account of a 5% of a 5% disbursement return on investment in the YANKEE DOODLE IN BERLIN picture.

I note what you say in regard to former checks having been return of investment instead of dividends. I knew this to be a fact although I find I have always referred to them as dividends.

Thanking you for calling my attention, I remain,

Yours very truly,

ECB:LW.

MUSEUM OF MODERN ART FILM LIBRARY

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 9847

418 LONGACRE BLD'G.

~~NEW YORK~~

August 11
1919

7

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Five Hundred Dollars ($500) covering your share or 5% of a 10% disbursement on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Sincerely,

YANKEE DOODLE FILM CO.

HB
ENCL

PER Frubenstein

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Eleventh
1 9 1 9

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Griffith:

I enclose herewith copy of letter from Mr. Bidwell in which he explains that he has come to an arrangement with you whereby you were not to use any profit checks. In regard to this may I state that I have devised a very comprehensive plan which will vastly serve your better interests and which I have already started here, the nature of which I will explain to you when you arrive in New York. Suffice to say that beginning with the Famous Players report of July 5th the checks for the deposits shown thereon have been deposited by me to your personal account with the Central Union Trust Co., New York, and duplicate deposit slips attached thereto are filed here and will be handed to you upon your arrival.

However, to carry my plan in operation successfully it is very essential that you permit Mr. Bidwell to use all funds which heretofore have been sent to him in order that he may liquidate fully all liabilities incurred on the D and C series of pictures prior to your leaving the Coast. Any surplus over after the liquidation of these liabilities should be paid to you and charged against the advances which you have made to the studio.

Although the details given herein are essentially and

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Albert L. Grey,
GENERAL MANAGER.

necessarily meagre, may I not ask that you rescind your former instructions to Mr. Bidwell and give your concurrence in the plan which I have evolved and the nature of which I will fully explain to you upon your arrival here. Upon presentation of same I feel confident that you will be convinced that your best interests are materially served by this plan.

Yours very truly,

J. C. Epinet

JCE*EMD.

P. S. I attach herewith three duplicate deposit slips - amounts appearing thereon $1477.61, $2212.03 and $2334.42.

DEPOSITED IN

CENTRAL UNION TRUST COMPANY,

OF NEW YORK.

FORTY-SECOND STREET BRANCH.

BY D W Griffith

8/6/19 19

	DOLLARS	CENTS
COIN,		
BILLS, Duplicate		
CHECKS, Wk 7/12		
"Jane" & Hope Chest	971	26
Happy Valley	1363	16
	2334	42

CENTRAL UNION TRUST CO. OF NEW YORK AUG 6 '19 42 ST. BRANCH

DEPOSITED IN

CENTRAL UNION TRUST COMPANY,

OF NEW YORK.

FORTY-SECOND STREET BRANCH.

BY D W Griffith

7/31/19 19

	DOLLARS	CENTS
COIN, Report Wk ending 7/5		
BILLS,		
CHECKS, "Greatest Thing"	1177	35
~~"Pretty Girl" Book~~	1034	68
Duplicate	2212	03

CENTRAL UNION TRUST CO. OF NEW YORK JUL 31 '19 42 ST. BRANCH

DEPOSITED IN

CENTRAL UNION TRUST COMPANY,

OF NEW YORK.

FORTY-SECOND STREET BRANCH.

BY D W Griffith

8/11/19 19

	DOLLARS	CENTS
COIN,		
BILLS, Duplicate		
CHECKS,		
	1217	65
	259	96
	1477	61

CENTRAL UNION TRUST CO. OF NEW YORK AUG 12 '19 42 ST. BRANCH

n.d. (1919 ~~gen~~. Aug. 11)

Saturday

dear Mr. Griffith

I am doing Treasure Island next – as you know, the lead is a boy – it is a beautiful part, and I know ~~that~~ Miss Seymour would be lovely in it – could the thing be arranged?

very truly yours

Maurice Tourneur

Los Angeles, Cal.,
August 11th.

Dear Mr. Tourneur:--

Am very sorry, but it is an established rule of the company, including financiers and others, of which I am only a part, that none of the stock company used in our productions can be used outside of these productions. I regret very much that I cannot help you in this.

I wish, however, to express my best wishes and regardsfor you, in particular for your many generous expressions concerning our poor work. These little unselfish words are about the only brightness we ever get through the long days and nights of torture in our attempts to Kleig-light Life.

I hope your "Treasure Island" and all others that you set your hand to show at least a little gratitude and satisfaction to you in return for what I know you try so hard to put in them.

Believe me,

Most sincerely,

Mr. Maurice Tourneur,
Culver City, Calif.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

August 12 1919. Studio Site

DAVID W GRIFFITH
HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

SMATHERS whom WE MET WITH MCADOO AT KNICKBOCKER LUNCHEON PURCHASED ORIENTIA POINT FOR TWO hundred SIXTYSEVENTHOUSAND FIVEHUNDRED CASH NOW OFFERS IT TO YOU FOR SAME PRICE CASH OR IF NOT CASH AT PROFIT TO HIM OF FIFTYTHOUSAND ON YOUR TERMS SOME CASH DOWN BALANCE IN INSTALLMENTS STOP STRANGELY ENOUGH HE HAD BEEN NEGOTIATING SIX MONTHS FOR THIS PIECE AND OWNERS REFUSED TO SELL TO US ON ACCOUNT OF CASH OFFER BELIEVE SMATHERS PROPOSITION FAIR AND WOULD ADVISE LATTER ARRANGEMENT AS IN TRYING TO ARRANGE FOR CASH COMMISSIONS AND FEES WOULD AMOUNT TO APPROXIMATELY THIRTYTHOUSAND AND WOULD MEAN DELAY STOP YOUR FIFTYTHOUSAND RECEIVED AND DEPOSITED FOREIGN MONEY ON INTOLERANCE NOT YET RECEIVED GREY AND I CONFERENCE WITH ZUKOR REGARDING BLOSSOMS SAME TO BE HANDLED BY THEIR NEW DEPARTMENT FAMOUS PLAYERS HEADED BY CLAUDE SANDERS ON SCHEDULE OF SIXHUNDRED THOUSAND FOR COUNTRY GREY OK CONTRACTS STOP WE HAVE OFFERED HEAD OF THIS DEPARTMENT TWENTYFIVE HUNDRED IF THEY EQUAL FAIRBANKS FIRST PICTURE ON UNITED ARTISTS ZUKOR OFFERS SAME AMOUNT THEY ARE CONFIDENT THAT THIS CAN BE DONE WILL NOT RELEASE UNTIL THREEFOURTHS OF THE AMOUNT SIGNED UP ON NON-CANCELLATION CONTRACTS HAVE YOUR DRAMATIC RIGHTS FOR BLOSSOMS ON ACCOUNT OF OPERA PROPOSITION ANSWER

BANZHAF

chg A.T.H.Banzhaf 2 Rector St. N. Y. C.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

BUILDING EXPENSES REGARDS

BANZHAF

chg. Albert H. T. Banzhaf. 2 Rector Street, N. Y. C.

Aug. 12, 1919.

J. W. Kays Company,
Metropolitan Bldg.,
Los Angeles.

Attention: Mr. C. A. Schallenberger.

Dear Mr. Schallenberger:

I have been trying for a long time to get the bills together in regard to the case of Mr. A. B. Harper, who was injured at Bear Valley last April. Mr. Harper's case turned out to be a difficult one to handle, owing largely to Mr.Harper's own independent way of conducting himself.

You will recall that several months previous to the occurrence of this case we had difficulty in securing doctors recommended by the Ocean. I refer especially to the doctors formerly controlled by Mr. Furry.

When Mr. Harper was brought to Los Angeles and required surgical attention (arriving in Los Angeles about four o'clock in the morning) at seven o'clock that same morning I telephoned to our studio physician, Dr. Howard Moffitt and asked him to call upon Mr. Harper. (Mr. Harper was given first aid attention by a physician from Victorville.) However, before Dr. Moffitt arrived, Mr. Harper's wife called up the studio, very much worried because no doctor had arrived. My cashier, not knowing that I had already arranged for a doctor, telephoned to Dr. French's office and the Ocean sent out one of their own doctors. Later in the day Mrs. Harper complained that the treatment given was unsatisfactory - the two doctors conflicting, and asked which physician was to have charge of the case.

I never had been advised that Dr. French was the Ocean's own representative and my impression was that through an oversight we had called upon Mr. Furry again and that one of his doctors had called upon Mr. Harper. I therefore recommended that they pay no attention to the doctor sent out by Dr. French and that they follow the treatment prescribed by Dr. Moffitt. Later, Mr. Harper proved to have ideas of his own about how his case should be handled and proceeded to remove the bandages put on by Dr. Moffitt. Dr. Moffitt made two calls at the house, one at the office and another hospital call, all for the purpose of attending the broken shoulder. Finally Mrs. Harper called me on the telephone and asked if I could come over and see them - (this being about seven days, as I remember, after the accident. On calling I found Mr. Harper had been out of bed and had ridden in their automobile, which his wife drove. He claimed that his shoulder was still out of joint and the broken bone was not healing properly, and asked permission to have his family surgeon,

Dr. E. M. Vardon, call upon him. Accordingly the next morning I called up Dr. Vardon and asked him to give Mr. Harper the necessary attention and he was obliged to send the patient to the California Hospital, where he tells me that he bound Mr. Harper in such a way that it was impossible for him to reach, with his free hand, any of the lose ends of the bandages so that he was compelled to let nature take its course, and in due time the bone was healed.

I have just managed to get these bills together and I am sending them to you to be taken up with the Ocean. Dr. Vardon's bill was first submitted in one lump sum but I told him that I didn't believe I could ever get it by in that form and asked him to itemize his bill, which he has done to a certain extent. If you think it should be further specified, i will endeavor to have it made out in such form as will be acceptable to the Ocean.

In regard to the compensation paid Mr. Harper, beg to advise that we carried him at full rate on our payroll until the insurance company began taking care of him and after that he was dropped off our payroll.

About a month ago Mr. Harper was working for us again here at the studio and I had quite a talk with him and he gave me a release, copy of which I am enclosing herewith.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

Manager.

ECB:LW.

Los Angeles, Calif.

August 12th.

Dear Mr. Powell:

Am very sorry that I haven't a blessed thing on at present to offer you. I am only producing three pictures this coming year and with a staff rather over-crowded than anything else I truly regret having nothing for you to do.

Of course, we will remember you if anything new occurs.

With kindest regards,

Sincerely,

Mr. Frank Powell,
The Lambs,
130 West 44th Street,
New York City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Twelfth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose herewith Famous Players reports for weeks ending July5th to 19th. In order that you may apply the profits as shown on same to your books, please make the following journal entry on your books:

Debit D. W. Griffith Loan A/C $6024.06

Cr. Income from Expl. wk.	7/5	C 1				$563.25
" " " " "	7/5	C 2				471.43
" " " " "	7/12	C 1				414.38
" " " " "	7/12	C 2				556.88
" " " " "	7/19	C 1				534.45
" " " " "	7/19	C 2				683.20
Cr. A/C Receivable	7/12	D 2				1363.16
" " "	7/19	D 2				1437.31

All the above amounts were paid to Mr. Griffith personally.

You will note that on the report of July 5th they show a profit of $1177.35 on the "Greatest Thing". This check was paid by them in error. As this check was drawn after the final guarantee check was paid, it, therefore, represented an excess payment of $1177.35 over and above the $175,000. guarantee. They called me up about it and stated that they had sent check in error but that I should keep it and they would deduct it on the following statement, which they did. It was deducted from the profit check of "Romance of Happy Valley" for the week ending July19th. The check voucher attached to the report will give you the details. Inasmuch as the deduction of this check counter-balanced the original payment I have ignored this payment altogether in the above journal entry as one evens the other.

See JE #292 and Rep

Report NO. 93 AUG-23-19

Yours very truly,

JCE*EMD.

By handling it this way you get the identical results as though you received the Cash the only exception is that the transaction is a journal, instead of Cash book entry

A/C Rec

Income from Exploit

DWG Loan

Accts Rec

Cash

DWG Loan

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

August 12, 1919

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I am enclosing herewith a letter and translation into English which will explain itself. Mr. Griffith instructed me to forward this to you for attention.

Are we, or are we not soon to be neighbors? This is a question that cries for an answer from ever nook and cranny of this old rookery.

With best wishes, as ever

Sincerely,

F. Agnes Hiner

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD AUGUST 12, 1919.

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y. on the 12th day of August, 1919, at 4:55 o'clock p. m.

Present: Messrs. Banzhaf, O'Brien and Price, constituting a majority of the directors.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that the President and the Treasurer be, and they hereby are authorized to open bank accounts in behalf of the corporation when necessity warrants, in the following banks:

Trust Company of Georgia	Atlanta, Ga.
International Trust Company	Boston, Mass.
Cleveland Trust Company	Cleveland, O.
American Exchange National Bank	Dallas, Tex.
American Bank and Trust Company	Denver, Colo.
Northwestern National Bank	Minneapolis, Minn.
Merchants National Bank	Los Angeles, Calif.
Central Union Trust Company	(42nd St. Branch) N.Y.City.
Girard National Bank	Philadelphia, Penna.
Union Trust Company	San Francisco, Calif.
Seattle National Bank	Seattle, Wash.
Franklin National Bank	Washington, D. C.
Mellon National Bank	Pittsburgh, Pa.

Mr. Hoover, of McAdoo, Cotton & Franklin, stated that United Artists Corporation Limited, with capital of $10,000, represented by100 shares having a par value of $100 each, was being organized under the Dominion Corporation Act in Canada, and outlined in detail the method proposed to be adopted for the distribution of photoplays in Canada through said corporation.

After thorough discussion, it was determined that the corporation should be organized as stated, but that the question whether this corporation or the Artists should own the capital

stock of the Canadian Corporation should be held in abeyance pending further investigation.

Mr. Hoover also proposed the formation of a subsidiary corporation in Illinois with a nominal capital stock of 100 shares at $100 each to distribute the photoplays of this corporation from the Chicago, Detroit and Kansas City, Missouri exchanges, and to be licensed in the states of Michigan and Missouri. After full discussion it was ordered that such a corporation be organized, but that the question of ownership of the stock be passed pending further investigation.

On motion duly made, seconded and unanimously carried, it was

> RESOLVED: That the President be, and he hereby is authorized to conclude arrangements with a responsible Surety Company for bonding each of the Distributing Depot Sales Managers in the sum of $5,000.

The meeting then adjourned.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

AUG 13 PM 4 40

BROAD ST

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	
Night Message	Blue
Night Letter	Nite
	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1919 AUG 13 PM 4 25

B330 CH 89 BLUE 1/70

FY LOSANGELES CALIF 1138P 13

A H T BANZHAF

2922

2 RECTOR FT NEWYORK NY

THINK IT ALL RIGHT TO ACCEPT ORIENTAL POINT DID YOU GET DAYS OPINION AS TO IT BEING SAFE INVESTMENT DID YOU ARRANGE TO PUT COST OF BUILDING STUDIO ALSO ON RENTAL BASIS THIS CAN BE DONE AS OUTLINED BY LEAVING THE COMPANY PAY FOR HUCKS WORK ALSO THINK GREAT DEAL OTHER EXPENSE CAN BE PUT ON PICTURE WE ARE TAKING SUCH AS INSTALLING SPECIAL ELECTRIC EFFECTS FOR CERTAIN SCENES IN

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

w. ... of these three symbols sy... the check (number of ... ...sage. Otherwise ...

WESTERN UNION TELEGRAM

AUG 13 PM 4 40

BROAD ST ...

... W. B. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	
Night Messa...	sym...
Night ...	(number ...

wise i... character is indicated by the symbol appearing after the check.

RECEIVED AT

1919 AUG 13 PM 4 25

B330 CH SHEET TWO 19

PICTURES STOP DONT GIVE OUT THAT I HAVE BOUGHT ANY PROPERTY BUT AM RENTING TELL LONG AND GREY THIS

D W GRIFFITH.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. CB

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

20 BROAD ST., N.Y. C
Rector 1278-1279

T187CH TR 27 N L 511AM

HY LOSANGELES CALIF AUG 13 1919

2077

A H T BANSEHAF

2 RECTOR ST NEWYORK NY

THINK WE SHOULD PAY TWELVE OR FIFTEEN HUNDRED WEEKLY RENTAL AS ACCORDING TO OUR PLAN FOR STUDIO THE MORE MONEY WE USE FOR THIS PURPOSE THE BETTER

D W GRIFFITH

Studio cit

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

August 14th 1919. Studio site

DAVID W GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

HAVE CLOSED ON ORIENTA POINT THROUGH SMATHERS FOR THREEHUNDRED SEVENTEEN THOUSAND FIVEHUNDRED Stop FIFTYTHOUSAND CASH FIFTYTHOUSAND ANNUALLY FOR FIVE YEARS Stop DWG CORPORATION WILL TAKE TITLE AND LEASE TO YOU AS PER OUR PLANS PLEASE WIRE ELMER E SMATHERS HIGHLAND FARM RYE NEW YORK AND THANK HIM PERFUSLY FOR HIS KINDNESS IN TURNING OVER CONTRACT AND ASSURE HIM THAT YOU WILL BE PERSONALLY RESPONSIBLE FOR ANNUAL PAYMENTS THIS WILL BE SAFE VENTURE AND YOU NEED NOT FEAR THIS OBLIGATION DAY APPRAISED PROPERTY SOME YEARS AGO FOR FOURHUNDRED THOUSAND TITLE COMPANY MAKING SEARCH CAN YOU FORWARD TWENTYFIVETHOUSAND FOR ADVANCE HUCKS EQUIPMENT AND

Cuban Medal Co. Cuba

Wark Foreign Stage Rights

August 14, 1919.

Library of congress,
Copyright Office,
Washington, D. C.

Sir:

Enclosed please find certified check for $1.00, for which please send me two (2) certificates of copyright on the motion picture photoplay "Intolerance" which was filed in your office about September 15th 1916, by D. W. Griffith, the same to be used for Register Copyright Certificate in Cuba.

Very truly yours,

WARK PRODUCING CORPORATION

_____
President.

AHTB/MD
Enc. 1.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
BROADWAY ST., N. Y.
Beekman 1278-1279

TELEGRAM

DELIVERY NO.
CB 7390

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).

Form 16

AUG 16 7 38 AM '19

Studio file

X116CH QR 42NL

HY LOSANGELES CAL AUG 15 19

A H T BANZHAF

2 RECTOR ST NYC

ON ACCOUNT OF TAX MATTERS STUDIO ALSO SHOULD BE PAID FOR ON RENTAL BASIS AM SENDING TWENTY FIVE THOUSAND IN SOME WAY SHOULD BE ABLE TO CARRY ON REST OF WORK AS RENT OR INSTALLMENTS HOLDING OFF PAYMENTS AS LONG AS POSSIBLE

D W GRIFFITH

655AM

August 15, 1919

Mr. T. L. Tally,
Vice President,
First National Exhibitors Circuit,
Los Angeles, Calif.

Dear Mr. Tally:

Am enclosing herewith copy of a telegram Mr. Griffith has just sent to Mr. Schwalbe and which is self-explanatory.

However, for your further information would say that during the period that Mr. Griffith is finishing his last First National Picture he is also rehearsing and doubtless will have all scenes of the second picture taken before the first is cut and polished up ready for making positive prints.

This was explained to Mr. Schwalbe but Mr. Griffith has asked his Mr. Grey to again visit him and call his attention to the fact that this is the way Mr. Griffith works and the fact that they are working upon two pictures at the same time is only a part of the Griffith process.

Yours very truly,

Manager

ECB-N

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

new agreement and also the original one which I left with you.

Thanking you,

Truly yours.

Cecil B. Snapp

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wid.

Re Masters

HOTEL ALGONQUIN
NEW YORK

Aug 15th 1919

Dear Mr. Banghaf.

This is just to remind you of your promise to have the new draft agreement for "The Fall of Babylon" & the other other Laws ready for me on Tuesday morning.

I will call upon you at about 10 o'clock on that day & shall be glad to have

the

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

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"Yankee Doodle in Berlin"
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"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Aug. 15
1919

J

Mr. E.C.Bidwell
% Griffith Studios
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Mr. Lesser has requested that I write Mr. Griffith in reference to the following request, but I felt that by addressing you, you would bring the matter to Mr. Griffith's attention.

We have had a request for about 25 feet of battle scene from INTOLERANCE, preferably from the battle of Cyrus the Great of Babylon.

This twenty-five feet of film will POSITIVELY never be shown in public. It is to be used privately at Masonic Service Rites, about twice a year. They are not particular just what battle scene they receive, the main desire being to obtain scenes showing battle in which the elements of only fire and missiles are used. They request that this matter be held entirely confidential.

Thanking you for your early attention, I am

Sincerely,

F. Rubenstein

Sec'y for
SOL LESSER

FR:HB

Mr Banzhaf

9 a c.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD Aug. 15, 1919.

A Special Meeting of the Board of Directors of United Artists Corporation was held in the office of the Corporation, No. 729 Seventh Avenue, New York City, at 4:00 o'clock p. m. August 15, 1919.

PRESENT: Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. E. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof, and Mr. G. B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

The Secretary read the minutes of the regular meeting of Directors held on August 12th, 1919, and upon motion duly made, seconded and unanimously carried, the minutes were approved.

Mr. Hoover outlined to the meeting various plans which had previously been discussed with reference to the handling or distribution of photoplays in Canada and in Illinois, Michigan and Missouri.

The Chairman then presented the following resolutions which were thereon moved and seconded and unanimously adopted;

WHEREAS, it is deemed expedient that the Corporation distribute its products in Canada through a Corporation organized under and by virtue of the laws of the Dominion of Canada,

RESOLVED, that this Corporation purchase 100 shares of Common Stock of the par value of $100 each, of the United Artists Corporation Limited, a corporation to be or being organized under the laws of the Dominion of Canada, and having an authorized capital of 100 shares of Common Stock of the par value of $100 each; and

RESOLVED: that the officers of this Corporation be and they hereby are authorized to subscribe for 100 shares of said Canadian Corporation at $100 per share and pay cash therefor as calls are issued thereon; and

RESOLVED, that the officers be and they hereby are authorized to enter into and execute a contract or contracts with the artists and the United Artists Corporation Limited, of Canada, for the sale to United Artists Corporation Limited of the exclusive license to distribute, and cause to be distributed, in the Dominion of Canada, and Newfoundland, the

photoplays of this Corporation, upon such terms and such consideration as the President and General Manager of this Corporation may determine to be the fair market value thereof,

WHEREAS, it is deemed expedient that this Corporation distribute its products from exchanges in the City of Chicago, State of Illinois; City of Detroit, State of Michigan; and the City of Kansas City, State of Missouri; and certain territory adjacent thereto, through a corporation organized under and by virtue of the laws of the State of Illinois,

RESOLVED, that this Corporation purchase 50 shares of Common Stock of the par value of $100 each, of the United Artists Corporation of Illinois, a corporation to be or being organized under the laws of the State of Illinois, and having an authorized capital of 100 shares of Common Stock of the par value of $100 each; and

RESOLVED, that the officers of this Corporation be and they hereby are authorized to subscribe and pay $5,000 in cash for 50 shares of said Illinois Corporation; and

RESOLVED, that the officers be and they hereby are authorized to enter into and execute a contract or contracts with the Artists and the United Artists Corporation of Illinois for the sale to United Artists Corporation of Illinois of the exclusive license to distribute, and cause to be distributed, in territory covered by exchanges in said Chicago, Detroit and Kansas City, the photoplays of this Corporation, upon such terms and consideration as the President and General Manager of this Corporation may determine to be the fair market value thereof.

Mr. Hoover then stated that the Illinois Corporation requires a resident director, and the name of Edward F. Dunne of Chicago, was submitted and it was ordered that Mr. Dunne be elected a resident director of the Illinois Corporation.

Upon motion duly made, seconded and carried, the following resolution was adopted:

RESOLVED, that appointment of George W. Moore of Campau Building, Detroit, Michigan, as Agent of this Corporation with authority to acknowledge service of any and all process for and on behalf of this Corporation, and the consent of this Company that service of process upon said George W. Moore shall be taken and held to be as valid as if served upon this Corporation, according to the laws of the State of Michigan or any other State, and the consent of this Company that it waives all claim of error by reason of such service, be and the same hereby is revoked and withdrawn.

August 16, 1919

Mr. Frank Meyer,
Asst. Secretary,
Famous Players-Lasky Corp.,
485 5th Ave.,
New York, NY.

Dear Mr. Meyer:

I have your letter of August 9th and note what you say in regard to the second negative, or the negative for London. As I stated in my previous letter we are using every precaution and taking every care possible to see that the foreign negative is made as good as possible and we believe that in the future the London office will have far less cause for complaint than they have had in the past.

In this connection I believe that the first three pictures of the Dorothy Gish series will contain more dupe scenes than any subsequent pictures. The last negative which we shipped, I learned on making special inquiry at the laboratory, contained only 16 feet of dupes, so certainly that is down to a very small figure.

Assuring you that we will do our utmost in this respect, I beg to remain,

Yours very truly,

Manager.

ECB/BB

"Oldest Daily in Los Angeles"

EDWARD A. DICKSON
Editor

F. W. KELLOGG
Business Manager

Los Angeles Evening Express

Los Angeles, California
Aug. 16/19

Mr. D. W. Griffith,
Alexandria Hotel,
City.

My dear Mr. Griffith:--

Recent events have reminded me that some time ago I learned that you had the script of a historiaal drama of the negro race by Mrs. Thompson of this city. About a year ago I read this play, and I could hardly fail to recall it when the recent race riots brought the race question to an acute point.

If there is a drop of prophet blood in me, the negro question--largely as a result of the war--is going to grow increasingly serious from now on. These riots are not sporadic affairs; they are the product of new and vicious conditions. One year--two years--from now a smashing big drama on the subject would, I believe, create another Griffith sensation. Have you seen what The Nation said on the subject?

There is probably no one in the world so fitted as yourself by sympathy, ability and opportunity to help America solve this fearsome problem on a basis of mutual tolerance. On its historical side such a play could be made the screen's epic.

Who's going to pull this mad world together again? Perhaps no one else so much as you, with the only universal language at the command of your genius and exceptional vision. Your opportunity and your responsibidity are alike hardly to be exaggerated.

I'm not exactly quitting the newspaper game; am going to write a weekly article for The Express.

With warmest regards,

Monroe Lathrop

En route, West,
"20th Century Ltd"
August 17, 1919

Mr D W Griffith,
c/o Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Wish to acknowledge receipt of your telegram of the 16th, which reads as follows:

> "Account of drain in building Studio will need profit from "Romance" Happy Valley here as soon as it is due. It is necessary to send profits on Dorothy Gish pictures as Studio has leaned money on all of these and profits dont begin until this is returned. Wire answer."
>
> (Sgnd)"D W Griffith."

You state in the above telegram that it is necessary for Mr Bidwell to have the actual Gish profits checks in order to know just when to begin to paying commissions. If Mr Bidwell has informed you to this effect, he has done so erroneously as he does not have to get the profit checks in order to get the desired information. I wrote him in detail on August 12th, telling him how he can adjust his books by Journal from the statement which I have sent him, and if he follows those instructions, his books will show exactly thesame results as though he had received the actual checks, the only difference being that instead of debiting his cash account in the bank he would debit your loan account, thereby reducing same. I wish you to know if you insist upon sending the checks, I shall certainly do so but it is to your advantage to deposit the chdcks to your personal account and have the Studio books adjusted by Journal entries from statements which accompany the checks and which he has received in each and every instance.

Unless you wire me to forward the checks to the Coast, as heretofore, I shall continue to deposit same to your personal account in the Central Union Trust Co.

Regarding the payment of the guarantee of "Romance":

#2, D W Griffith, cont'd.

I have forwarded a letter to Mr Banzhaf, who will request the Famous Players to pay this during my absence, which will be about three weeks. The guarantee of "Romance" was due this week. They claimedthere was a verbal understanding that it was not to be paid until four weeks after due date. However, Mr Banzhaf will probably get, at least, $25,000.00 in advance and the balance within two weeks.

The aforementioned telegram came into my possession just as I was on the point of leaving for Chicago and Grand Rapids in order to check up Mid-West "Hearts of the World" Company in Chicago and "Dawn Master" play (Michigan rights) Both of these companies are, according to my figures, very near the profit-sharing point, whereas, their figures of earnings reported to me are considerably less than mine. It appears to me merely a matter of faulty bookkeeping and clerical errors on the part of the Mid-West, which I will easily straighten out with them as I am confident that my figures are right, but the "Dawn Master" play Company I am very certain has done deliberate cheating, which I intend to prove to them, and if they fail to pay what is due us I bear with me authority from the Famous Players to declare their contract forfeited, which I will do by Registered Letter.

When you receive the check for the guarantee of "Romance", please deposit this to your personal account. Mr Bidwell can adjust his books by Journal entery instead of Cash, concerning which I will write him.

Yours very truly,

D. W. Griffith

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT RECTOR 1278-1279

TELEGRAM

DELIVERY NO. 88

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

7565NH 114 NL NY LOSANGELES CAL AUG 18-19

29650 V.A. Co

A H T BANZHAF, 2 RECTOR ST NEWYORK

HAVE BIG FOUR CONSOLIDATED BOOKING PROPOSITION FROM GOLDWYN OTHERS DONT THINK THAT HE HAS ANYTHING WORTH WHILE HOWEVER BELIEVE THEY WIRED YOU TO CONFER WITH HIS MAN WOULD NOT LET BIG FOUR OPEN UP ANY MORE OFFICES AS CHAPLIN AND I WILL HAVE TO PAY FOR DISTRIBUTING THE OTHERS PICTURES AND THIS EXPENSE IS GOING TO BE VERY HEAVY SOON THE OTHER TWO WILL GET GREAT BENEFIT BUT IT WILL BE HARD ON US AS ABRHAMS FIRST PROPOSITION WAS TO DISTRIBUTE WITH ONLY A FEW OFFICES STOP DONT LET THEM RUN AWAY WITH HEAVY EXPENSE THE TWENTY PERCENT DISTRIBUTION WILL NOT IN ANY WAY PAY FOR THE EXPENSES ON THE SMALL NUMBER OF PICTURES.

D W GRIFFITH

New Studio Matters

August 18th 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith letter from Mr. Graham relative to Rudolph Christians which may be of interest to you. I am having regular conferences with Graham relative to various matters and am trying to keep some of them stalled along until your arrival here. However, Mrs. Herne is becoming restive regarding her matters, but I believe that Mr. Grey and I can keep her interested through Graham.

Regarding the studio matter, you may rest assured that Mr. Epping and I will handle the accounting proposition as well as circumstances will permit. We can explain the thing fully to you on your arrival which I am sure will be satisfactory. If you can possibly finish a First National before leaving the Coast I believe it would be very advisable to do so as there will necessarily be considerable delay in getting the Flagler piece in shape for you.

Huck has ordered generator sets and steam boiler outfit for generating your own electricity. Everything seems to be progressing favorably.

In connection with bringing on your staff, I would suggest that Bidwell remain at the Coast to close up all matters and take care of a great many of the little things that will turn up after you leave. He should be discouraged from trying to send on too many of your people who are not important to you as they will have great difficulty in finding housing accommodations and it will only make an additional expense. I am sure that you can dig up all the extra help you need here without any difficulty. I would suggest that you ship your car for your personal use here, but would not advise bringing Mac with you, for the reason that I believe you will spend most of your time at the studio and will have little or nothing to do for it, which would not justify the cost of bringing him on, at least until you become more settled.

With best regards, I remain

Very truly yours,

AHTB.GD

Inc.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 18, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am sending you under separate cover copies of additional forms which we are using in the office which we find to be quite satisfactory. I have marked these forms with a red pencil and for your further information beg to refer to them as follows:

A. This form we use as a folder for our petty cash vouchers. Many times our petty cash items can be enumerated on one sheet of paper, while other times the voucher is very large. These vouchers are listed numerically in our petty cash record book and are filed numerically in a document file so that at any time a voucher can be quickly located.

B. Petty Cash Vouchers. Frequently this voucher is sufficient but it is used generally at the window and not used for location purposes.

C. In the case of assistant director or other studio representative going at a distance with money to be later accounted for we use the book-C for making out the receipts. These receipts, properly OKd are attached to the form-B and stapled together with form-A, which makes a very complete voucher, and, when assembled, you will agree, makes a very neat and substantial way of filing cash expenditures.

D. This form is employed by assistant directors to be tacked upon the call board. It is very simple and we can make them up as they are required on the mimeograph. As it happens, they are all locked up at present and this is an old one which I pulled off the call board for your reference.

E. Director's daily report. We have changed from the form you originally used slightly and are now using the form as submitted herewith. We have just recently had a new supply printed and can ship some to you if you require them. It is quite unlikely any of these will be needed until production actually begins.

F. We have adopted this form of extra players' check in the place of the ones you formerly used. On these particular checks we purposely omitted address which can be filled in with a rubber stamp on the ones that we still have and when we start doing business in New York we can fill in the correct address there. We had these forms printed in sheets of four, perforated in between. In other words, the perforated one I am submitting herewith was at the bottom, three being attached higher up. On the reverse side of this check are certain conditions which eliminate a great deal of argument, as you will readily see.

G. You are by this time quite familiar with this form, which answers the purpose very well and can just as well be used as long as they last. We have perhaps 1000 sheets on hand and I will send you under separate cover sufficient supply to last you until the balance of the supply comes, -- when our special train arrives.

H. This form is the result of evolution and one man can be carried as you see on four different pictures the same week and he can be carried upon two different accounts in each picture. However, we found from experience that in running a studio the size of ours it was very seldom that one man, a carpenter, for instance, worked on more than two classes of work. His salary is usually charged to Account-#25 or Account -#43, or possible 228. However, as stated above, it is seldom that a carpenter, for example, is used on more than two different classes of work in one week, even though he may be used on several different pictures. This form provides the means for keeping each man's time for the entire week in one place and issuing check to him in one amount. Mr. Griffith has stated that he expects to take me with him to New York to occupy practically the same position I now occupy and for heaven's sake if you must change something in my system please have mercy upon me and leave this payroll form as it now is, because it suits "Huck", the time-keeper rejoiced when we had it in its present form, it is easy for the payroll clerks in the office to handle and answers my purposes excellently.

I. This form is also the result of evolution and it is made up to go with form-H. In other words, Huck and the time-keeper keep their time on form-H, while my office force merely condense it in typewritten form on form-I.

J. This form, as you notice, is an office requisition form. I had it made out for use in the departments who are not entrusted with doing their own purchasing, such as the still camera department, or the wardrobe department, As I do the purchasing for these departments myself. Anyone in that department wishing to purchase articles can make their request on one of these forms, which is submitted to my office and in turn I issue one of the regular studio requisitions to cover. This may or may not be used, as we may elect.

Forms-K and L are for payroll and speak for themselves.

M. Is a chauffeurs' record book, as you will see.

Yours very truly,

ECB/BB

August 18, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am forwarding to you, under separate cover, the set of forms that we are now using in our laboratory which we find to be quite satisfactory in every respect. I have marked these forms with a red pencil for your information and I am giving you herewith a few words of explanation on each form.

No. 1. This form, quite satisfactory, being in use for general purposes, one card being assigned for each picture or customer, in case we are doing commercial work. These cards carry the film used for one week and then another card is started.

No. 2. Re-print orders.

No. 3. This card, form-#107, is used for time sheet for the Bell & Howell printers.

No. 4. Printing time sheet for the old style automatic printers.

No. 5. "Printing Time". This slip is used for sample exclusively.

No. 6. This tracer is used for keeping a record of the scenes sent into the printing room to be printed.

No. 7. This is a positive tracer attached to each roll as it is printed, before it is taken into the developing room. This particular form you will notice is just the width of the film and folds over same going through the solution and remaining on the strip of film until it reaches the assembling room. Formerly a very much larger cardboard was used which proved to be very cumbersome and this small card now answers the purpose very well.

No. 8. Is a record to be used only where outside printing and developing is done. On it a record is kept of the amount of negative developed and the amount of positive printed and from these cards the films are made out.

No. 9. Is a record of the completed reels that are inspected and assembled by the assembling room and sent upstairs to the splicing room. The blue copy remains in the assembler's book while the white copy is passed on with the film. These are printed in pads of 50 sets.

No. 10. Where we handle the laboratory independently from the pictures the film is purchased in and handled through a suspense account. As it is issued to the various pictures this form is used for charges and is handed to the main office where proper record is made.

No. 11. This form answers the same purpose as No. 10, except that it covers positive instead of negative.

No. 12. This is an old form that you had installed and there were approximately a million copies here when I took charge. I can bring along as many thousands as there is any necessity when we come east. We use about one sheet a month.

Yours very sincerely,

ECB/BB

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

Hearts World

August 18, 1919

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Mr. Banzhaf,

Below is copy of a cable I received from London this morning:

"Can sell Hearts Responsible party for two extreme northern Russian provinces Archangel and Murmansk in Allied Zone five thousand royalty advise Banzhaf consent".

Please advise me, and oblige

Yours very truly,

E. E. Shauer
Ass't. Treas.

EES-EF

FRANK E. WOODS
Lasky Studio
Los Angeles

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles.

August 18, 1919.

Dear Mr. Griffith:

As one of the persons who have promised support to the proposed Motion Picture Fund along the lines of the Actors' Fund of America, you will be interested in knowing the reasons why the perfection of the organization has not been pushed to a conclusion.

As I advised you in previous communications, we have very strongly desired the co-operation in some form of that splendid association, the Actors' Fund, and I take great pleasure in informing you that the officers of that Fund are equally anxious in the same direction. Several conferences have been held with representatives of the Actors' Fund and I have every hope that an agreement will be reached that will be satisfactory to the Actors' Fund as well as to our own subscribers.

However, I have been requested by Mr. Daniel Frohman, through Mr. Lasky, to postpone further negotiations until after the Actors' Fund Memorial Day when the officers of that organization will be able to give their undivided attention to this matter. I have deemed it wise to accede to this request and I trust that in this I will meet with your approval.

Very truly yours,

Frank E. Woods

Minutes of special meeting of the Motion Picture Producers' Association, held at the office of the Association, 1004 Hollingsworth Bldg., on Monday evening, August 18th at 8:00 o'clock.

President Christie presided and the following members answered the roll call:

Messrs.

L. C. Haynes	Clark W. Thomas
Lee Baxter	Louis Jacobs
Frank A. Garbutt	C. P. Butler
Sol M. Wurtzel	Hal Roach
Abraham Lehr	H. D. Kline
E. H. Allen	J. Stern

Wm. S. Smith

The Chairman announced that the meeting was called for the purpose of considering the request of the Carpenters District Council for new working conditions, and to take action on a request from the Central Labor Council for a conference by our Association with the Motion Picture Players Union; and that the meeting was now ready for a discussion of the request of the Carpenters District Council:

> "that from September 1st, 1919, they be paid at the rate of $7.00 per day for an eight hour day and that working hours should be between 8:00 a.m. and 5:00 p.m., except Saturdays when the hours should be from 8:00 a.m. to 12:00 noon - that no work should be done on Saturday afternoon without special consent of the District Council - that all overtime work should be paid for, time and a half on week days and double time for work on Sundays and holidays."

A general discussion of the situation took place, entered into by nearly everyone present. The concensus of opinion seemed to be that it would be advisable to grant the request for the increase in wage, but that the matter of working hours and overtime should remain the same as in force at the present time. It was pointed out that the Association is working under an agreement with the I.A.T.S.E. made with the U. S. Commissioner of Conciliation, Capt. Connell, and that said agreement would not expire until September 14th, 1919. It was also pointed out that the jurisdictional fight between the I.A. and the United Brotherhood of Carpenters was not settled at Atlantic City, as was supposed, but was still in effect here in Los Angeles.

The discussion was brought to an end by Mr. Garbutt introducing the following resolution, supported by Mr. Wurtzel:

> "RESOLVED that the Secretary get in touch with Capt. Connell's office and see if a renewal of the existing agreement for another year was being contemplated."

The Chairman then stated that the next order of business was the request from the Central Labor Council asking for a meeting of a joint committee of the Central Labor Council and the Motion Picture Players Union with the Motion Picture Producers Association. Mr. Thomas stated that this committee had called upon Mr. Ince, and Mr. Kline of Universal said that they had tried to interest him. The concensus of opinion of those present was that we had nothing to confer about at this time, whereupon Mr. Smith, supported by Mr. Wurtzel, introduced the following resolution:

> "RESOLVED that the Secretary be instructed to reply to the letter of the Central Labor Council and ask the reason for this meeting so as to intelligently lay the matter before the Association at the next meeting."

The Secretary presented copies of I.W.W. propaganda literature that was being circulated throughout the entire moving picture industry. Reports from the Department of Justice were read showing that this undesirable class were being driven from other industries and were taking refuge in extra work in the Cinema Industry, and that sooner or later we could expect trouble.

A letter was read from a member of the National Association of New York City to the effect that Messrs. Mountford and Fitzpatrick, who are leading the strikers among the legitimate theatres, have boldly announced that as soon as they were through with the theatres in New York, they were going to pay attention to the Motion Picture Producers and "show them where they get off at".

The Secretary submitted report on the Fleet Rodeo entertainment showing

receipts of $8,410.41 and disbursements, so far, of $4,392.85, with several more bills to be heard from. But it looked as though we would have in the neighborhood of $4,000.00 to turn over to the Fleet Finance Committee, and on motion duly made and seconded, it was voted that this money be turned over to our Treasurer and that he be authorized to pay same over to Mr. W. D. Woolwine, Chairman of the Fleet Finance Committee, as our contribution to the Fleet entertainment.

The Secretary brought out the fact that Ernest Traxler had volunteered his services for the overseeing of all the work at Exposition Park preparing for the entertainment, that he had worked early and late and in the short time allowed for preparations had made unbelievable progress, and that he should be compensated for his services; whereupon Mr. Lehr moved that Mr. Traxler be paid $100.00 out of the receipts from the entertainment. This motion was duly seconded and unanimously carried.

President Christie suggested that there was another important matter which had been held over for several meetings, and that as the hour was getting late he desired an expression of whether to bring the matter up or not. The matter referred to was the consideration of plans looking towards a cooperative purchasing and distributing of supplies, props, etc., among the member studios. A brief discussion brought out the fact that those present thought well of a proposition of this kind add that a concrete plan should be worked out and submitted to the entire membership at an early date; whereupon Mr. Thomas offered the following resolution:

> "RESOLVED that the Chair appoint a committee of five to work out plans for such an organization as has been suggested and submit the same to the Association as early as practicable."

This resolution was seconded by Mr. Wurtzel and unanimously carried.

The Chairman then appointed the following committee:

Messrs.

Jos. Engel
Abraham Lehr
Frank A. Garbutt
Thos. H. Ince
W. S. Smith

On motion duly made and seconded, the meeting adjourned to meet again on notification of the Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Secretary.

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Aug. 18, 1919.

Mr. D. W. Griffith,
Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Sir:-

In regard to your telegram of Aug. 16th as to how the studio is progressing, I will say I have everything ready to start as soon as Mr. Banzhaf gets the titles for the property brought down, which looks like another week before I can get in the location. I am going ahead with a steam generator plant. It costs $40,000.00 to install and pays for itself in five years. Mr. Grey thinks it is a good investment and we will not be at the mercy of power companies, coal strikes, storms labor troubles and so on. .

The studio will be built of wood studding, metal lath and cement plaster. We will use the exhaust in steam from the generator plant for heating which means a big saving in coal bills. The factory I think I can start as soon as I get the studio well under way. I am working on a plan to build the studio without destroying any of the trees on the property, as I find they are very valuable. I think we can buy or build some portable houses as there is not even a room for rent anywhere here. I think we will have to do something to take care of the company you bring on. There will be no delay getting in the Generator plant and studio built in thirty days from the time I get on the grounds. The studio will have portable partitions which will be easy to heat and also give you a private place to work. I have given up the idea of building the sets on movable platforms for the present as it would run in a lot of money and time, but I am arranging the building so we can install a platform system later on if you care to.

Yours truly,

Huck Wortman

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

August 19 1919

Shutes

DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

WOULD YOU CONSENT TO SELL ORIENTA PIECE AT PROFIT OF SIXTY TO EIGHTY THOUSAND DOLLARS AS OFFERS ARE BEING MADE BY NEIGHBORS IF YOU WOULD DO THIS SURE SMATHERS WOULD BUY CLUB PROPERTY FOR CASH AND TURN SAME OVER TO YOU ON SIMILAR TERMS SUCH A DEAL WOULD NOT CAUSE SERIOUS DELAY PLEASE ANSWER

BANZHAF

chg. Banzhaf -#2 Rector St.

1

August 19, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I have your letter of August 12th in which you outline your proposed method of handling the Famous Players checks which represent revenue from the pictures, and either you do not get my idea or I do not get yours in the way it is finally going to work out. I am unable to see how you expect us to pay bills by our making journal entries to cover these revenue checks. It takes money to pay bills and if the funds are placed to Mr. Griffith's credit before the pictures have paid for themselves the studio has to get the money from Mr. Griffith, instead of receiving it from the Famous Players who really owe it to us.

In order that our records may agree, I will make the entry that you have suggested in your letter, but at the same time, inasmuch as we need the money for studio purposes, Mr. Griffith has given us a check for the amount of your journal entry, namely: $6024.06, because he personally is not entitled to this money until the studio has been reimbursed in full for what it has expended to produce these pictures. The picture "Romance of Happy Valley" (D-2) cost $4000.11 more than then was provided for production purposes by the Famous Players and I notice that your journal entry contains two D-2 revenue checks which total $2,800.47, which should be used to apply against and reduce this $4000.11 excess cost. The picture "The Hope Chest" (C-2) is in a similar condition, as the studio was $3041.52 in the hole on July 26th and the C-2 checks which you have deposited to Mr. Griffith's account total $1711.51, which he personally is not entitled to until the studio has been reimbursed for the funds that it has expended for the production of this picture. In the case of "Battling Jane" (C-1) the conditions are different.

This picture has already paid for itself and the revenue funds received since July 28th, in accordance with our plan, should be used as follows: the profits due Mr. Clifton, Mr. Taylor and Dorothy Gish should be paid out of the surplus C-1 funds and the balance should be paid or credited to Mr. Griffith personally, as desired by him.

In my letter of August 5th you will notice that I made special reference to the fact that in nearly every instance our pictures have cost more than has been provided by the Famous Players, and if you retain these revenue checks and deposit them to Mr. Griffith's personal account in New York the studio can only be reimbursed for these excess costs by asking Mr. Griffith for his personal check.

You will recall that when you, Mr. Banzhaf, Mr. Howard, Mr. Griffith and myself had our conference here in the studio it was decided that it was of paramount importance that all data pertaining to the income as well as cost of pictures should be carried through the studio books, so that the necessary data would be readily obtainable for the compilation of the income tax schedules. Therefore, it would appear to be the better policy to forward all checks to the studio so that we may make the necessary cash entries; then any money that is due and payable to Mr. Griffith, and for which we have the available funds, may be turned over to him.

You will also recall that at this same conference the burden of keeping these records was laid on me by Mr. Banzhaf and Mr. Griffith, which both you and Mr. Howard agreed was the logical and correct procedure. As the matter now stands, the greater portion of the records necessary for the preparation of the income tax schedule originate in the studio and it will therefore be impossible for you to take the matter over in its entirety.

There is no advantage gained by the checks going through your books. It only means unnecessary work for you and a duplication of the same work for us, because, as you intimate, we will have to complete our records by making journal entries. One really serious objection to not having these checks go through the studio record is as you know from long experience with Mr. Griffith that he does not keep a personal set of books, and consequently, no record will be made of any of these transactions unless they go through a regular channel such as we have provided.

I do not wish to appear obstinate in this matter, but I am convinced that I am right and if the procedure reverts to the checks going to Mr. Griffith in the first place we will be in the same position that we were in a year ago and the effort that I have made to construct records which will meet these specific conditions will count for nothing.

Price, Waterhouse & Company are now engaged on auditing the studio books and accounts and this matter came up and has been discussed with Mr. Howard, their representative.

Yours very sincerely,

ECB/BB

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Studio file

August 19, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

I have not yet received a reply from you to my letter of August 6th, which I wrote in regard to Mr. Epping's position, so far as this studio is concerned. I assume, however, that Mr. Epping is to act as a supervising auditor over all Mr. Griffith's interests.

Mr. Epping has written a number of letters in which he states we are not to receive any more revenue checks and we are now in receipt of a letter from him in which he enumerates revenue checks totalling $6024.06 which he says he has paid to Mr. Griffith personally and he gives us a journal entry which he appears to think gives us the same result in our books as though we received the actual money. It is true our books will balance but instead of having the money we really have an accounts-receivable from Mr. Griffith, whereas the pictures had not yet paid for themselves and the studio was entitled to the money. Mr. Griffith accordingly gave us his check for the amount of these revenue checks which I have today deposited to our account at the bank and our record will proceed in the same way practically as though we had received the cash direct from the Famous Players. It seems to me that I have made my meaning so clear that there should be no question in Mr. Epping's mind as to the purpose and efficiency of our records, but evidently he has not yet grasped my meaning or else I have not grasped his.

Mr. Howard, of Price-Waterhouse Company, is now working on our records and on taking it up with him he has taken the same stand that I am taking, namely: that these revenue checks should pass through the studio records. I am afraid that if the checks go to Mr. Griffith personally and that he is expected to pay his commissions out of his own personal funds that no record will be kept in many instances and he will be the loser when it comes to making out his income tax schedule, because of the lack of proper records. I am enclosing herewith copy of a letter I have today written to Mr. Epping, which explains itself.

Yours very sincerely,

E C Bidwell

ECB/BB

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

August 19, 1919.

Dear Mr. Banzhaf:-

In line with your verbal request, I am enclosing Stock Certificate No. 7 in the name of David W. Griffith covering 150 shares of preferred stock of United Artists Corporation.

This Certificate acknowledges receipt of the check for $15,000 forwarded by Mr. Griffith in response to Mr. McAdoo's notice of July 22, 1919.

Kindly acknowledge receipt.

Cordially yours,

Oscar A Price
President.

Mr. Albert H. T. Banzhaf,
#2-Rector Street,
New York City.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. 53

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

Studio cite

27GS XH 60 N L

HY LOSANGELES CALIF AUG 20 19

2258

A H T BANZHAF

2 RECTOR ST NEWYORK.

SMATHERS WIRED THAT PROPERTY WAS WORTH AT LEAST HALF MILLION THINK IF WE SELL WE SHOULD HAVE HUNDRED THOUSAND PROFIT EVEN THIS WOULD NOT BE WORTH WHILE IF IT IS GOING TO COST MUCH MORE TO BUILD ON OTHER PROPERTY INSIDE CITY LIMITS STOP YOU MIGHT HAVE AGENTS STIR UP NEIGHBORS TO GREATER EFFORTS SAY ABOUT FOUR HUNDRED FIFTY THOUSAND

D W G.

323 AM

20 BROAD St., N. Y.
Rector 1278-1279

August 20, 1919

Mr. Frank E. Jones,
1403 Santa Fe Ave.,
Los Angeles, Calif.

Dear Sir:

Confirming our telephone conversation of yesterday, the electric current to be used in our new carpenter shop in New York will be the same as we are now using here in Los Angeles. Please telegraph to the manufacturers to ship woodworking machinery to the following address: D. W. GRIFFITH STUDIO, CARE OF FRANK WORTMAN, NEW ROCHELLE, N. Y.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

E. E. SMATHERS
304 WEST 75TH STREET
NEW YORK

Aug 20, 1919.

Mr. A. H. F. Banghof:
7 Rector St.,
New York.

My dear Mr. Banghof:

The bearer of this letter Mr. H. Craig Severance of the firm of Severance and Van Allen Architects has had charge of considerable work for me for past eighteen months. It therefore gives me great pleasure in introducing Mr Severance in this capacity with the hope that it may be to your mutual benefit.

Very truly yours,
E. E. Smathers

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT 9846 9847

418 LONGACRE BLD'G.

~~NEW YORK~~

8

San Francisco August 20
1919

Mr. E.C.Bidwell
% Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Five Hundred Dollars ($500) -- covering your share or 5% of a 10% ($10000) disbursement, on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Sincerely,

HB
ENCL.

YANKEE DOODLE FILM CO.

per F Rubenstein

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wark

August 21st 1919.

Miss I. Agnes Wiener,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Miss Wiener:

I have your favor of the 12th inst. with enclosure regarding European rights for "Intolerance" and Birth of a Nation", for which I thank you.

I believe the question can be now answered in the affirmative that we are to be neighbors, and I want to caution you that neighbors should be very friendly one with the other and live in perfect harmony, and therefore when you come East be prepared to carry out your part of the admonition, as I am fully prepared to do.

With kindest regards to all and with best wishes, I remain

Sincerely yours,

P.S. Yours of course in a figurative sense, since I am a married man.

A.H.T.B.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

August 21st 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I have received this day from Mr. Price stock certificate of United Artists Corporation #7, for 150 shares of the Preferred Stock, for which you recently sent him $15,000 as per Mr. McAdoo's notice of July 22nd 1919.

I have had them send this certificate to me so that I could keep the same in my safe pending your arrival East. The first certificate has been forwarded to you and I would advise that you take good care of the same so that it will not be mislaid as was that of the Majestic Corporation, which you will remember cost you $1500. to bond when you transferred the same to the Triangle.

With kindest regards, I remain

Sincerely yours,

Albert H T Banzhaf

AHTB/GD

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 9847}
418 LONGACRE BLD'G.
NEW YORK

7

San Francisco, August 21
1919

Mr. E.C.Bidwell
% Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Herewith is a copy of a Yankee Doodle in Berlin statement which Mr. Lesser forwarded this office, as of date of July 31st. Inasmuch as Mr. Lesser neglected to state whether or not he had sent duplicates to all members of the YANKEE DOODLE IN BERLIN partnership, we took it for granted that such was not the case, and are consequently enclosing copy herewith.

Sincerely,

YANKEE DOODLE FILM CO.

per F Rubenstein

FR/HB
Encl.

Sales since this statement $1000.00

STATEMENT
YANKEE DOODLE FILM CO.--JULY 31, 1919.

Expenses		Earnings	
Cost of Rights	85250 00	Sale of Rights	139750 00
Prints	2618 19		
Advertising Matter	17348 24	Advertising Matter	14341 59
Purchases		Sales	
Equipment	13484 89		
Advance. Co. #1	4122 68	Co. #1 Refund	2065 71
" " Colorado	3349 86		
" " Broadway	6280 56	Co. #1 Bdway Refund	4716 28
" " Chicago	1141 01	Co. #1 Chicago "	350 00
" " #2	2607 59	Co. #2 Refund	1040 58
" " #3	188 61	Co. #3 "	188 61
" " #4 Loss	3857 28	Co. #4 "	1508 04
" " #5 Loss	3353 01		
" " #6 Loss	4505 03		
" " #7 Loss	9 00		
" " #8	927 31		
" " #9	224 23		
" Calif. Co.Loss	1056 23		
Costumes	11282 60	Costumes Refund	4750 00
Commissions	2143 63		
		Earnings (Company)	19841 33
Salary	3600 40	Salary Refund	1425 00
General Expense	3686 63		
Advertising (Trade Jour)	1630 60		
Legal	500 00		
Travel	311 37		
S.F. Office Overhead	800 00		
N.Y.Advance	2518 31		
Surplus	13179 88		
	189977 14		189977 14

Accounts Receivable	42146 13	Accounts Payable	8122 12
Cash	8693 87	War Tax	75 00
Notes Receivable	15500 00	Investment	45000 00
Furniture and Fixtures	37 00	Surplus	13179 88
	66377 00		66377 00

H · CRAIG · SEVERANCE · &
WILLIAM · VAN · ALEN · ·
ARCHITECTS · · · · ·
IV · WEST · XXXVII · STREET
· · · · · · · NEW · YORK

Studio site

August 21, 1919.

Mr. A. H. F. Banzhof,
2 Rector Street,
New York City.

My dear Mr. Banzhof:-

I enclose herewith letter of introduction to you, given to me yesterday by Mr. E. E. Smathers. I also wish to thank you for the courtesy of our interview this morning.

Your future plans of the Oriental Point property, as you outlined them to me, present a problem of unusual interest to my mind; and I would appreciate if you would feel free to call on us for any preliminary advice or consultation on the matter. I can assure you that we are peculiarly fitted both in training and in experience to competently handle this situation.

Very truly yours,

H Craig Severance
HB

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. .....

(Code No. Dist.) (Port.)

Manifest No. .....

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Cal.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the .....
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Calif. To ultimate foreign destination of goods Toronto Ont. Canada.
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. B A C /8.	....., DATE OF EXPIRATION		.....1, 191		
4 Wooden		Positive Motion Picture				
Boxes con-		Film - Dorothy Gish				
signed to		Production entitled				
Famous		"NOBODY HOME"				
Players		4 - prints				
Lasky Corp.		(5 reels per print)				
Royal Bank		Total - 20 reels		19648 ft.	$1572.00	
Bldg.,						
Toronto,						
Canada.						

Waybill or manifest

No....., ..., 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

....., 191 ....., *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Players Lasky Corp. of Royal Bank Bldg. Toronto, Canada. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Players-Lasky Corp. Toronto, Ontario, Canada. (Name.) D. W. GRIFFITH STUDIO. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on August 21, 1919

Geo. H. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

(Signature) E. C. Bedwell

(Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd. Los Angeles, Calif.

1—448

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. 8-21-19. 191

Invoice of MOTION PICTURE FILM purchased

by Famous Players Lasky Corp. c/o Price Waterhouse & Co. of Royal Bank Bldg. Toronto Ont. Canada.

from D. W. GRIFFITH STUDIO. of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	Copies Motion Picture Film,			
		Dorothy Gish Production			
		entitled "NOBODY HOME"			
		4912 ft. per copy			
		Total Footage 19648	.08 per ft.	.08	$1571.84
		"GOODS MADE IN U.S.A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 21st day of August 191 9.

D. W. GRIFFITH STUDIO

(Signature) E C Bidwell

Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and sworn to before me this 21st day of August 1919

Geo. H. Hollingsworth

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 21, 1921

This Agreement, made and entered into this 21st day of August 1919 between "HEARTS OF THE WORLD" Co., party of the first part, and ASCHER BROS., Chicago, Ills. hereinafter known as party of the second part,

Witnesseth, That the said party of the first part agrees to lease to the said party of the second part, certain valuable films known as D. W. Griffith's "HEARTS OF THE WORLD," together with services of advance agent, manager, and musical score for the purpose of exhibiting the same at the various theatres in Cook County for two-hundred (200) days, beginning after Jones, Linick & Schaefer's Randolph Theatre engagement and ending ninety (90) days after first play date.

In consideration of One Dollar in hand paid, (the receipt of which is hereby acknowledged), party of the second part agrees to pay to the party of the first part, the sum of Twenty Thousand ($20,000.00) Dollars rental for the use of the above mentioned Motion Pictures. Rental to be paid on the following terms: On the signing of this contract Five Thousand ($5000.00) Dollars, and on delivery of the films twelve (12) copies of "HEARTS OF THE WORLD" Fifteen Thousand ($15,000.00) Dollars.

The party of the second part further agrees that he will not exhibit nor permit the exhibition or advertising of said Motion Pictures, as part of any programme of photoplays, and further agrees that the forms of announcements and advertising of the presentation of the films will be only those provided by the party of the first part, or approved by the party of the first part in writing.

The party of the second part also agrees to pay for all advertising matter that may be furnished by the party of the first part at the cost price to the party of the first part.

The party of the second part also agrees that he will not cut, or permit to be cut, the said films, but that he will exhibit the films exactly as delivered to him by the party of the first part, and that he will use the musical score furnished by the party of the first part as the sole musical accompaniment during the exhibition of the said films.

Party of the second part agrees to take the utmose care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition, and that it will not use or cause to be used in any manner these films in any other place or theatre except the one above, before, during, or after the above stipulated period.

The party of the second part further agrees to return the above mentioned pictures to the party of the first part in the same condition as when rented, necessary wear alone excepted, immediately upon the expiration of this contract, and in the event of said Motion Pictures being damaged or injured in any way, the party of the second part agrees to pay for said damages within five (5) days after receipt of bill from the party of the first part.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

delivered to him by the party of the first part, and that he will use the musical score furnished by the party of the first part as the sole musical accompaniment during the exhibition of the said films.

Party of the second part agrees to take the utmose care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition, and that it will not use or cause to be used in any manner these films in any other place or theatre except the one above, before, during, or after the above stipulated period.

The party of the second part further agrees to return the above mentioned pictures to the party of the first part in the same condition as when rented, necessary wear alone excepted, immediately upon the expiration of this contract, and in the event of said Motion Pictures being damaged or injured in any way, the party of the second part agrees to pay for said damages within five (5) days after receipt of bill from the party of the first part.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The minimum price of admission should be_____

The party of the second part further agrees to return said Motion Pictures together with slides and photos given it free in connection with same, and to pay express charges on same, to the party of the first part same day this contract and agreement expires, and if not returned, the party of the second part agrees to pay for same.

Party of the second part also agrees that if on account of any unforeseen circumstances, party of the first part shall find it impossible to deliver to party of the second part the above mentioned films in due time, party of the first part shall not be held liable for any claims for damages of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

HEARTS OF THE WORLD CO.

By E. R. Moore (Seal)

Ascha Bros by Nathan Ascha (Seal)

This Contract is vitiated if altered, erased or interlined without mutual consent.

This agreement, made and entered into this 21st day of August 1919 between "WARK PRODUCING CO." party of the first part, and ASCHER BROS., Chicago, Ills. hereinafter known as party of the second part.

Witnesseth, That the said party of the first part agrees to lease to the said party of the second part, certain valuable films known as D. W. Griffith's "THE MOTHER AND THE LAW," together with services of advance agent, manager, and musical score for the purpose of exhibiting the same at the various theatres in Cook County for two-hundred (200) days, beginning after Jones, Linick & Schaefer's Randolph Theatre present engagement and ending ninety (90) days after first play date.

In consideration of One Dollar in hand paid, (the receipt of which is hereby acknowledged), party of the second part agrees to pay to the party of the first part, the sum of Twelve Thousand Five Hundred ($12,500.00) Dollars rental for the use of the above mentioned Motion Pictures. Rental to be paid on the following terms: On the signing of this contract Twenty-five Hundred ($2,500.00) Dollars, and on delivery of the films twelve (12) copies of "THE MOTHER AND THE LAW" Ten Thousand ($10,000.00) Dollars.

The party of the second part further agrees that he will not exhibit nor permit the exhibition or advertising of said Motion Pictures, as part of any programme of photoplays, and further agrees that the forms of announcements and advertising of the presentation of the films will be only those provided by the party of the first part, or approved by the party of the first part in writing.

The party of the second part also agrees to pay for all advertising matter that may be furnished by the party of the first part at the cost price to the party of the first part.

The party of the second part also agrees that he will not cut, or permit to be cut, the said films, but that he will exhibit the films exactly as delivered to him by the party of the first part, and that he will use the musical score furnished by the party of the first part as the sole musical accompaniment during the exhibition of the said films.

Party of the second part agrees to take the utmost care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition, and that it will not use or cause to be used in any manner these films in any other place or theatre except the one above, before, during or after the above stipulated period.

The party of the second part further agrees to return the above mentioned pictures to the party of the first part in the same condition as when rented, necessary wear alone excepted, immediately upon the expiration of this contract, and in the event of said Motion Pictures being damaged or injured in any way, the party of the second part agrees to pay for said damages within five (5) days after receipt of bill from the party of the first part.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Party of the second part agrees to take the utmost care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition, and that it will not use or cause to be used in any manner these films in any other place or theatre except the one above, before, during or after the above stipulated period.

The party of the second part further agrees to return the above mentioned pictures to the party of the first part in the same condition as when rented, necessary wear alone excepted, immediately upon the expiration of this contract, and in the event of said Motion Pictures being damaged or injured in any way, the party of the second part agrees to pay for said damages within five (5) days after receipt of bill from the party of the first part.

The minimum price of admission should be_____

The party of the second part further agrees to return said Motion Pictures together with slides and photos given it free in connection with same, and to pay express charges on same, to the party of the first part same day this contract and agreement expires, and if not returned, the party of the second part agrees to pay for same.

Party of the second part also agrees that if on account of any unforeseen circumstances, party of the first part shall find it impossible to deliver to party of the second part the above mentioned films indue time party of the first part shall not be held liable for any claims for damages of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WARK PRODUCING CO.

By E. R. Moore (SEAL)

Ascher Bros by Nathan Ascher (SEAL)

This Contract is vitiated if altered, erased or interlined without mutual consent.

August 22nd 1919.

Medal Film Company,
1476 Broadway,
New York City.

Gentlemen:

Enclosed herewith please find Certificate of Copyright Registration of the photoplay "Intolerance" together with statement for services rendered.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE "6140 CORTLAND."

CABLE ADDRESS "AKINBO."

Studies
Date

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WILLIAM F. BAECK,
ASST. GENERAL MANAGER.
WILLIAM K. SWARTZ,
MANAGER BROOKLYN BANKING DEPT.

160 Broadway.

New York, August 22, 1919.

Title No. W-9553
Premises: Flagler Estate, Mamaroneck

Banzhaf & Pembleton, Esqs.,
2 Rector Street,
New York City.

Dear Sirs:

We enclose herewith proposed contract for Flagler property at Mamaroneck, between Elmer E. Smathers and D. W. G. Corporation for execution by the D. W. G. Corporation. The other copy has been sent to Mr. Smathers for signature.

As soon as you are ready to exchange contracts, kindly advise me.

Yours very truly,

J. M. Davidson

JMD/B
Enc.

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Twenty-Second
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose herewith the following profit checks:

WEEK JULY 26th:

C1	"Battling Jane"	$ 397.83	DW C1 Exploit
C2	"Hope Chest"	1612.31	" " "
C3	"Boots"	1171.15	" " "
D2	"Romance Happy Valley"	1633.90	DW D2 Surplus

Ck # 4940 Dining Net my 8/16/19 Rec'd 8/30

Ck 4931 Dining my 8/20 Rec'd 8/30

WEEK AUGUST 2nd:

D1	"Great Love"	2024.58	DW D1 Surplus

Ck 2092 Dining Net my 8/21/19 Rec'd 8/30

There is no check for "Romance Happy Valley" for week August 2nd, because there was a check forwarded to you on account of guarantee of $25,000. The balance you will receive within a week or two.

Yours very truly,

JCE:EMD.

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	X

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

August 23 1919. New Studio

DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

DELAY IN OBTAINING POSSESSION OF FLAGLER PIECE IS DUE TO THE NUMBER OF WILLS AND DECISIONS WHICH THE TITLE COMPANY HAS TO EXAMINE IN ORDER TO INSURE TITLE TO YOU AND ASCERTAIN THE NAMES OF THE PROPER PARTIES WHO MUST SIGN DEED YOU NEED NOT WORRY ABOUT GETTING GOOD TITLE BUT THE DELAY IS UNAVOIDABLE

BANZHAF

chg. A H T Banzhaf 2 Rector Street

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Twenty-Third
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

Replying to your letter of August 11th, the $6217.88 received from "Great Love" on Famous Players report April 19th represented balance due on guarantee. For details refer to my long letter of May 8th. After payment of this amount there was still due $260.89 which they overcharged you on the 75 prints, and which I sent you on June 15th. These two amounts represented the payment of the guarantee.

I never received a letter from the Famous Players as noted on the bottom of their report.

Yours very truly,

JCE:EMD.

C O P Y for MR. GRIFFITH.

C O P Y

FAMOUS PLAYERS-LASKY CORPORATION.

LASKY STUDIO

HOLLYWOOD, CALIFORNIA.

August 24, 1919.

Mr. John C. Flinn,
Publicity & Advertising Mgr.,
Famous Players-Lasky Corp.,
New York City.

My dear Mr. Flinn:

Mr. Robbins, the Griffith publicity man is ill and has been sent out of town. Mr. Lloyd is in charge but so that you will understand why you have been receiving little on Dorothy Gish of late I wish to state, that three weeks ago I saw Mr. Lloyd who then told me he would cooperate in every way. I told him what we needed. But since then I have received absolutely nothing from him. I have tried to see him and failed and have written him also. I believe Miss Gish is nearly thru with her picture following "Nobody Home", but I cannot get any material. Today I was at the studio. Neither Mr. Bidwell nor Mr. Lloyd were in town. I left another letter for Mr. Lloyd.

Our service from Griffith's as you know has never been good. It is now nil. I thought that perhaps a letter from you to Mr. Lloyd might have more weight. He is always cordial and very 'flamboyant' as to what he is going to do. He was that way when I first met him - nearly two years ago.

I do not know how long Miss Gish is to make pictures for us on this coast. But it seems that while she is here we ought to get some cooperation.

Yours most sincerely,

(SGD) ADAM HULL SHIRK

August 25th 1919.

Cuban Medal Film Co. Inc.,
1476 Broadway,
New York City.

Gentlemen:

We are in receipt of your check for $5.50 in payment of our bill for services rendered and wish to thank you for the same.

Enclosed herewith please find receipt.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 865-866

August 25, 1919.

D. W. Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for NOBODY HOME.

Very truly yours,

Fulton Brylawski.

FB/DEC
1 Encl

D. W. Griffith 4500 Sunset Blvd
Los Angeles Calif. Title of motion-picture photoplay:
Nobody Home. Story by Lyn Cephner.
Directed by Elmer Clifton. Photoplay
by New Art Film Company of the
United States. In 5 Reels. Reels 1-5.

Date of publication Aug 18, 1919 2 Copies received Aug. 21, 1919.
Description received Aug 21, 1919. Entry: Class L, XXc., No. 14086

[SEAL]

Thorvald Solberg
Register of Copyrights

D. W. GRIFFITH STUDIOS

Scenario Department. Manuscript Record.

Name NOBODY HOME

Received ..... Listed

Handed to ....

Synopsis ..... Read by

.....

COMMENT

This was made into a D. Gish
picture - OUT OF LUCK

file
8/25/19

Pending .....

Submitted by .....

Address .....

City .....

Final Disposal .....

NOBODY HOME "Out of Luck"
by
Lois Zellner

Dinner is drawing to a satisfying close in the cozy Elliot apartment.

Jack Elliot, still in the "bill and coo" state of matrimony, is adoringly watching his little bride, Violet, who is excitedly chattering - "and tomorrow, SHE is coming"

Sid, Jack's brother, who has made his million in Nevada mines and is known as "The Silver King," listens icly - takes a fat cigar from his pocket, feels for a match, hasn't one - excuses himself to Violet and Jack -- rises, goes into living room, gets match from stand upon table - pauses as his eye falls upon a photograph of a beautiful girl that is upon the table - picks up photo, admires it with the eye of a connoisseru - turns to Violet and Jack - who with arms around each other are entering the room - Sid smides - "Say Vi, is <u>this</u> the girl that's coming tomorrow?" Violet wags her head as she comes to stand beside him - says, "It just is, old dear, but - you needn't lose your heart to her - for she is already engaged -" and Jack striking a match and pausing before he lights his cigar, chimes in - "TO GORDON BRUCE, MY CHUM!" Sid looks at the picture critically, appreciatively replaces it upon table - says -"Engaged - but not married! That's something, anyhow!" Violet turns on him indignantly - not quite sure whether he is in earnest - shakes her finger at him, and with questioning air of shocked propriety - warns him to behave. Sid laughs at her indulgently - again looks at the picture. Jack a little bit uneasy.

Meanwhile at the railway station at Millville, Marjorie Mills, daughter of the man who has made the town, bids her father and her lover goodbye. Father is a perfectly trained parent and as a parting

NOBODY HOME.

PRINCIPAL CHARACTERS.

MARJORIE MILLS ..... An independent and captivating young lady with a will of her own.

Violet Paige ..... Her chum. As timid and shrinking as she is cuddly and appealing.

Her father ..... Blustering and severe.

GORDON BRUCE ..... A clean-cut young chap with a determination to win Marjorie, and, for her sake, success.

Jack Elliot ..... His chum - and in love with Violet.

Sid Elliot ..... A suave villian known as "The Silver King." He gets what he wants, regardless of means or prices - when he can.

Jim Stone ..... A rough Westerner who has made his pile and is adding to it.

Ella Stone ..... His daughter. A Western girl with New Yorkitis.

When the proverbial Cruel Father snatched little Violet Paige from the arms of her lover, Jack Elliot, and bade the young fellow never darken his doors, heart-broken little Violet flew to pour her troubles into the ear of Marjorie Mills, her chum. "And oh, Marjorie, tomorrow Jack is going to New York, and I will never, never see him any more!"

Marjorie is as fearless as she is impulsive, as wilful as lovely, and instead of the sympathy Violet expected, Marjorie scoffs at a love that could so easily be denied, vows that nothing short of death could keep her from the man she loved, and at last inspires timid little Violet with a bit of her own courage. "Oh Marjorie, dear", breathes Violet in admiring awe, "you are so brave and resourceful - tell me what to do -"

gift presents Marjorie with a substantial trosseau check - she rewards him with a hug and kiss - then turns to Gordon, while father obligingly admires the scenery - "Oh, Gordon, you'll surely be up for the week-end won't you?" - and Gordon, pressing her hand and looking into her eyes ardently, declares nothing could keep him away.

The train is approaching and father turns to hurry Marjorie abord - more goodbyes, whispers of undying love, and Marjorie is upon the train waving to her father and Gordon. As the train is swallowed up in the darkness, the two men walk away together - arm in arm.

The night of Marjorie's arrival, Sid drops in - finds Marjorie even more charming than her photograph - and resolves to take her away from the other man, <u>if</u> he can. Sid is the laughing, winning type, who hides his villainy with a most engaging frankness that disarms suspicion - while in fact, it is a carefully studied deceit. He warns her that he is going to steal her from the other man. Marjorie laughs gleefully, so sure of herself, that the very idea is amusing - "Not a chance" - she tells him. Pretending to be disconcerted by her confidence in herself, Sid says smilingly - "At least you will be a sister to me?" Marjorie nods - and Sid in exaggerated gallantry - kisses her hand.

So Marjorie takes command of her friend's love affairs - telephones Jack that Violet is ready to elope. Transported from the depths of despond to ecstacy, Jack answers that he will make all necessary arrangements and will call for the girls that evening at ten. "I will bring a friend; we will drive slowly past the house, blow the horn three times and wait around the corner."

At the appointed hour the girls hear the signal and slip out of the house, narrowly escaping discovery. Around the corner an auto waits in the shadows. Jack lifts Violet into the back seat beside him, leaving Marjorie and the young man in the driver's seat to get acquainted as best they may. "I am Gordon Bruce, Miss Mills", he smiles, "Jack has told me what a trump you are and I am proud and glad to meet you!" The two shake hands merrily, while Violet fearing discovery, begs Gordon to hurry. Then the car starts and is lost in the shadows.

When the ceremony is over Gordon and Marjorie accompany the newly weds to the railway station - shower them with good wishes, rice and an old shoe which Marjorie had hidden in her muff. They are a happy party, but as the moment of departure draws near and the girls become tearful, and finally when the last good-bye has been said and the train pulls out, in solemn silence Gordon drives Marjorie back to her own door. Upon the back seat of the car rogueish little Dan Cupid mysteriously appears, and laughs in glee as he cuddles in the corner, thinking himself unobserved. Both Marjorie and Gordon discover that Love is there, though Marjorie pretends not to know it.

By the time that Marjorie receives a letter from Violet inviting her to come to New York upon a visit, Marjorie and Gordon have announced their engagement, and though she is loath to leave her sweetheart in Millville even for a short time, there are perfectly good reasons for a prospective bride to welcome a little visit to the big town, and so Marjorie, consoled by a fat check from father and a promise from Gordon

to spend the week-end in town, departs.

Arriving at the Elliot apartment Marjorie finds an ideally happy young pair of turtle doves in the coziest of nests. And Jack is not only happy, but prosperous. He is managing the local office of his brother, Sid, who has amassed a fortune in Nevada Silver mines.

Sid Elliot is the smooth, smiling, insistant type who usually gets what he goes after, regardless of anything save his own desires. Just now he is spending several months in New York and is staying at the Bastor Hotel.

Violet has invited Sid to dinner the night of Marjorie's arrival, but laughingly warns, "You must not lose your heart to her, Sid, for she is engaged to Gordon Bruce." Sid promises - but when he meets Marjorie, Violet's warning is forgotten or ignored, for immediately he falls a victim to Marjorie's vivacious beauty and charm.

At dinner Marjorie admires the handsome silver service, which Violet proudly explains was Sid's wedding gift to her. "The Silver was all taken from Sid's mines and he had the service made for us." Marjorie is much interested and Sid delights in telling her stories of the mines, etc.

As the days pass Sid, who has fallen desperately in love with Marjorie, showers her with attentions. And though Marjorie often speaks of her approaching marriage Sid refuses to be discouraged - half jestingly, yet with the glint of deadly earnestness in his eyes, warns Marjorie that he is going to take her away from the other man <u>if he can</u>. Marjorie is so sure of herself and of Gordon that she accepts this lightly - gaily assures Sid that he hasn't a chance in the world. "At least," smiles Sid, "you will be a sister to me?" And with mock gravity Marjorie concents and Sid kisses her hand.

The end of the week finds Gordon in a fever of impatience to see Marjorie - but Fate has a sorry trick in store - Gordon is summoned

to his chief's office, who hands him a New York paper and points to a short paragraph - "Jim Stone, the Nevada mining magnate, with his daughter, is registered at the Bastor." Gordon looks up expectantly and his chief says:"We stand a much better chance to close that contract for the power plant if you can see Stone and explain the plans to him, than if they are mailed out. As soon as you reach town get an appointment, then stick until he's closed." Gordon agrees, places plans and estimates which his chief hands him, in big envelopes, and hurries away.

When Gordon reaches New York he goes at once to the Bastor Hotel and as soon as he has registered, asks to speak to Mr. Stone and is told by clerk that Stone is out. As Gordon anxiously questions clerk a flashly dressed young woman approaches desk, accompanied by Sid Elliot. The young woman asks for her key and as clerk hands it to her he nods toward Gordon. "This gentleman is very anxious to see your father, Miss Stone. Perhaps you could give him some information." Ella Stone turns to Gordon frankly, "Well, isn't that too bad," she sympathizes, "Dad won't be in till late, and tomorrow he is going to Washington!" Gordon, much disappointed, takes out one of his cards, gives it to Ella and explains that he wished to see her father upon important business, asks if there is not <u>some</u> way to see him, if only for a few moments. Ella notes name upon card and suggests brightly:"you might leave your telephone number, Mr. Bruce, and if Dad can see you this evening I'll call you up." Gordon gratefully agrees, consults telephone directory and writes the number of the Elliot apartment upon card which he hands to Ella, thanks her warmly and hurries toward elevator, followed by boy with grips.

Throughout scene between Gordon and Ella, Sid has remained in background silent and bored until Ella addressed Gordon as "Mr. Bruce," when Sid shoots glance at Gordon, and listens eagerly.

Ella rejoins Sid and together they walk toward elevator where Sid glances at his watch, indicates he must go, has important engagement. Ella looks up at him half pleadingly, half proudly - says sadly:"You have changed a lot since you came East, Sid - but I am glad I found it out before - it was too late." Sid looks uncomfortable, weakly denies, but Ella bids him stop, says pretense is unnecessary, and bidding him good-bye, she steps into elevator, Sid, with a sigh of relief hastens away.

At the Elliot apartments Marjorie receives a huge box of flowers, is disappointed to find Sid's card - expected Gordon's. She is arranging the flowers in vase when Sid arrives, greets her with ardent eyes and smiling lips - Marjorie hesitantly meets his eyes, tells him that he must cease attentions as he is making her most uncomfortable. "What?" cries Sid mockingly,"you would deny me the pleasure of giving my little sister flowers? Impossible!"

There is a ring at the bell which sends Marjorie's heart in her throat, and as the maid goes to door, Marjorie forgets all about Sid and runs toward the door - the maid admits Gordon, and Marjorie, her face alight with love and happiness, holds out her hands to him. Gordon clasps her to his heart. Sid, of course, recognizes Gordon and his eyes narrow in jealous rage as he witnesses the lovers' meeting. However, he turns hastily from the room - and there, upon the far side of the room in which he now stands, discovers Violet and Jack also billing and cooing. Violet spies Sid and jumps - she and Jack laugh at Sid's disgusted expression.

In the other room Marjorie and Gordon are having lovers' reunion - though the knowledge that he may be called away at any moment troubles Gordon and he is not quite at ease. He half hopes that Stone will not see him and resolves not to mention business unless Stone telephones.

Violet and Jack enter, greetings, etc. Jack calls Sid in and

introduces him to Gordon. The two shake hands, and Marjorie, who stands near looks from one to the other, as though measuring them - then she smiles and tucks her hand through Gordon's arm, in a pretty proprietory manner. Gordon smiles down upon her proudly, while Sid turns away to hide his jealousy.

Meanwhile in their apartment at the Bastor Hotel, Ella shows her father Gordon's card and explains the young man's anxiety to see him. Stone recognizes the name of Gordon's firm and almost eagerly goes to telephone - calls for number.

The maid at the Elliot apartments answers telephones - calls Gordon to phone - Gordon steps out into the hall and Sid hovers near the door,listening. At the other end of the wire Stone tells Gordon that he will be pleased to see him, invites Gordon to dine with them on the Bastor Roof at eight. Gordon repeats, "The Bastor Roof at eight. Thank you very much. I'll surely be there."

Sid has heard enough and when Gordon, most unhappy and apologetic returns to the room where others are chatting, Sid listens to his halting excuses to Marjorie with sinister smile, turns away lest Marjorie see.

Marjorie is dismayed and disappointed when Gordon tells her that he cannot remain to dinner because important business necessitates his seeing a man tonight. At last, however, he convinces her that he hates to go more than she can hate to see him go, and she sees wisdom of his course when he draws her into his arms and kisses her - "After all, sweetheart, it is for our future welfare." At the very moment the maid announces dinner Gordon tears himself away, while Marjorie fights back impulse to weep and waves him a gay little kiss.

Dinner is a very dismal affair for Marjorie, though Sid tries to lighten it and invites them all to come down town with him for coffee and dancing. Violet is willing enough to go, and Marjorie nods

consent, but Jack is too comfortable to seek amusement elsewhere; covers Violet's hand with his, says - "Let Sid and Marjorie go alone, honey. Home is good enough for me."

At the Bastor Roof, Gordon is at a table with Stone and Ella. They have finished dinner except coffee and the two men are immersed in business talk. Gordon has plans spread out upon table and is explaining details to Stone who at last indicates willingness to close - "If you take charge of the job yourself, Mr. Bruce, I'll close the deal." Gordon agrees and they shake hands heartily.

Ella, looking as much like a "screen vamp" as daring clothes and makeup permit, has been looking about at the gay scene and, woman-like, is not blind to the curious and admiring glances cast her way.

Sid of course brings Marjorie to the Bastor Roof and as they go to their places he glances quickly about - locates the Stones and Gordon as Ella looks up and recognizes him. Ella's eyes harden as she sees pretty girl with Sid and she turns to Gordon and her father without speaking to Sid. Gordon, elated at having closed his contract, now sets about to make himself agreeable. The favor-girl stops at their table and Gordon purchases feather dusters and balloons - invites Ella to dance - while Stone remains at table tossing off high-balls.

Sid has observed all this out of the corner of his eye while Marjorie watches dancers - and as Ella and Gordon join dancers, Sid also affects great interest in dancers. Calls Marjorie's attention to Ella as she passes, her large, feathered hat completely cutting off view of Gordon's face. "That", says Sid, "is Dolly Dasher, of the Mid-night Follies!" Marjorie smiles as she notes Ella's get-up, but suddenly her smile turns to start of dismay, for Ella has now turned and Marjorie recognizes Gordon! Both Ella and Gordon are laughing, and he apparently is having the time of his life. Sid feigns astonishment - shock - indignation - and as though to shield Marjorie, suggests that they go

elsewhere - She with effort tears hergaze from Gordon and Ella, who are winding in and out among the dancers, meets Sid's sympathetic eyes and pride comes to her aid. She makes a brave effort to hide her emotion, rises quickly and Sid calls waiter and settles score.

Once in Sid's limosine upon their way back to the Elliot apartment Marjorie can no longer restrain emotion, breaks into torrent of bitter denunciation of Gordon, of mockery of her love and faith. Sid plays his cards cunningly - protects other man - "Perhaps after all there may be some explanation. Give him a chance to clear himself!" Marjorie indignantly repudiates possibility of explanation - vows she hates and despises Gordon and denounces Sid for defending him. "Oh", she cries, "if I could only punish him - show him that I do not care!" "YOU CAN" - breathes Sid tensely, trying to hide the triumphant light that leaps into his face - "Let our engagement be announced in the morning papers! He does not suspect that you have found him out and will never know why you threw him over!" Marjorie's eyes widen, then half close, and Sid, watching her, knows that he has won even before she nods assent. Restraining his desire to sweep her into his arms Sid takes Marjorie's hand reverently in his, presses it to his lips, says:"I will do my best to make you happy, Marjorie, and will prove to you that all men are not cads!"

The next morning Gordon, in taxi, is hastening to see Marjorie and to tell her of his good fortune of the evening before - glances through the morning paper - is surprised to see Marjorie's face smiling at him - then reads the headlines and gasps in astonishment and horror - "Off with the Old Love, On with the New! Miss Marjorie Mills, whose engagement to Mr. Gordon Bruce, a promising young Civil Engineer, was announced a month ago, is soon to be the bride of Sidney Elliot, the Silver King." Gordon cannot believe it - crushes the paper, then smooths it out and reads again - the taxi stops in front of apartment

house and like one in a daze Gordon gets out, pays his fare and after moment's hesitation goes into house.

Marjorie is dressing for a ride with Sid when the maid brings her Gordon's card. Near her sits Violet with a copy of the paper announcing Marjorie's engagement to Sid. She has evidently been taking Marjorie to task and as the maid enters Marjorie, whose back is partly toward Violet, makes a desperate effort to conceal her unhappiness beneath almost forbidding manner - "Please, Vi, permit me to select the man I am to marry!! And believe that I had very good reason to change my mind!" And, taking her engagement ring from the dressing table, Marjorie turns from the foom, steeling herself for the meeting with Gordon. It takes every ounce of her nerve and courage to play the part she has resolved upon. Coldly she enters library where Gordon is waiting - he, with paper in hand rushes to meet her - points to article, aannot believe it - asks explanation. Marjorie quietly places the ring between them - spreads her hands - indicates there is nothing to explain since the story is quite true. Gordon expostulates - tries to make Marjorie face him - grasps her wrists - she shakes him off furiously - declares she mistook girlish fancy for love - discovered real love before it was too late! Gordon bitterly answers that he does not believe her - says that she has thrown him over to marry for money - Marjorie trembling with anger and indignation, bids Gordon go - Gordon stands for instant looking at Marjorie, then turns toward door as Sid enters - the two men face each other - Gordon tense, outraged, restraining savage impulse to fight for possession of the woman he loves - Sid cool, half mocking, half triumphant. Marjorie looks from one to the other, and then crosses to Sid and places her hand upon his arm, as though seeking protection and making choice. Gordon recovers possession of himself and rushes from the room. Marjorie closes her eyes, drops Sid's arm - sways - Sid catches and leads her tenderly, but triumphantly to couch -

murmurs reassuringly.

When Gordon reaches his hotel, stunned, like man in a dream he finds Jack Elliot waiting for him - Jack sympathetically places his arm about his friend's shoulder - says: "I know there's nothing to be said, old man - but - oh, hang it all, it's a damn shame!" Gordon silently appreciative, but is too deeply hurt to discuss affair even with Jack. Changes subject - "I'm going West to-day. Closed with the man I went to see last night and will have to go over the ground before our men start work."

The next week is one of feverish excitement for Marjorie. Sid, who is playing the role of tender lover, urges an immediate marriage, and Marjorie, wishing to burn her bridges and prove her indifference to Gordon, agrees. Her days are spent at the shops and modistes, and the end of the week finds her weary, nervous and ready to return to Millville to make arrangements for a quiet wedding. She has only one more fitting at the modiste's.

Sid has a handsome silver dinner service, which he has had made for his prospective bride, sent to the Elliot apartment. Marjorie and Violet are admiring it when Jack telephones Violet that he is obliged to go out of town on business trip and suggests that Violet accompany Marjorie to Millville and surprise her parents with a visit. Violet agrees and Jack answers that he will bring railway ticket and Pullman reservations when he comes home to lunch.

Meanwhile the maid evinces an undue interest in the silver service, and while Marjorie and Violet make plans for the trip, the maid closes the box containing the silver, pretends to lock it, but does not turn the key - hands the key to Violet, then places the bos in the wall safe where Violet's silver and valuables are kept. Violet herself turns the combination, while the maid covertly watches her.

Ella Stone has persuaded her father to let her take an apartment

in New York for the winter - and Fate leads her to the very house in which the Elliots live. The day that Marjorie is to return to Millville the Stones move into the apartment opposite the Ellicts. The transfer man who brings Ella's trunks takes Marjorie's away - and so it happens that the two girls meet in the corrider and each gives the other a curious glance - though neither speaks. Marjorie returns to the room where Violet is packing. "You have a new neighbor, Vi; Miss Dolly Dasher of the Mid-night Follies!" And Violet, much interested and a bit scandalized and indignant, turns to question Marjorie. Their conversation is interrupted by the arrival of Jack and Sid. Marjorie witnesses the meeting between Violet and Jack with heartsick envy. Sid touches Marjorie's hand caressingly and she cannot repress a shudder of aversion - with relief turns to Jack who is taking tickets from his pocket. Sid's eyes half close and his hand clenches as though he would crush Marjorie and bend her to his will.

Jack gives each girl her railway and Pullman ticket - says - "Sorry I can't see you girls off but my train leaves an hour before yours. Sid will have to look after you." Sid of course agrees eagerly, but marjorie shakes her head - smiles:"I can't be bothered with a mere man this afternoon, thank you! While Vi packs I must go to the modiste's for my final fittings - then Vi and I will meet on the train." Sid insists, however, and he and his car are at Marjorie's disposal - and so, rather against her will, Marjorie sets out with Sid to complete her errands.

When Jack jumps out of the taxi in front of the railway station he meets Gordon who is just returning from the West. They shake hands warmly and though Jack is in a great hurry he cannot refrain from commenting upon how badly Gordon looks - Gordon explains that he can never sleep on the train - and that he expects no better fate tonight, since there is not a quiet hotel in town. Jack has a brilliant thought,

thrusts the key of his apartment in Gordon's hand and explains - "There is nobody home - Violet is going to Millville - so go right up and make yourself at home. It is nice and quiet and I'll guarantee you a good night's rest!" As he speaks he again looks at his watch - indicates he must rush to get train - in vain Gordon tries to refuse, to make Jack take the key - Jack waves him off and dashes away - calling back over his shoulder - "Sleep tight, old man - and leave the key with the janitor!"

At the apartment Violet, assisted by maid, hurriedly completes her packing, gives maid leave of absence until her return - and as she pins on her hat cautions maid to lock the windows. The maid pretends to do this but leaves the window that opens upon the fire escape unfastened. Violet and the maid leave the apartment and the maid places Violet's bags in the taxi that waits in front of the house, while Violet stops in the hall to speak to the janitor - gives him the key to her apartment and tells him to keep an eye on things until she returns. Then Violet hastens out and gets in the taxi, nods good-bye to the maid, who, as taxi vanishes, smiles craftily, then walks away.

Meanwhile Marjorie leaves Sid in the limousine while she goes into Madam Digson's to try on her gowns.

The Elliot maid goes into public telephone booth and calls up Red Levy, her lover and confederate, who with another tough, is at table in cheap, dirty saloon, - the maid tells him - "You and Curly come for me at ten thirty." Red returns to table to repeat message to his companion - they plan burglary.

Madam Digson has left Marjorie's wedding gown until last - and in the work-room the sewing women are working frantically to get it ready. The gown is spread out upon a table and several are working upon it at once. The woman in charge tells the little stock girl to get box of chiffons from the top shelf, which is just over the table upon which the wedding gown is spread. The shelf is high and the girl is small, and

when she reaches up for the box, a bottle of shoe polish which is beside the box, is knocked off and lands upon Marjorie's wedding gown, drenching it. A horrified silence - then the door opens and the smiling hurring Madam Digson appears, calling for the gown - discovers what has happened, and almost bursts in her rage and excitement. Grabs the gown and with trembling fingers rips out the stained panels, while the head woman hurriedly prepares to cut new panels.

Violet, meanwhile, takes her place upon the Pullman and directs porter where to place bags.

And Marjorie, waiting for Madam Digson, is growing very impatient - looks at her watch then toward the door - at last slips her coat on goes to the door - calls salesgirl and bids her tell Madam that she must hurry.

A moment later Madam enters, all apologies, placatingly explains the accident and with the help of the head work woman tries the gown upon Marjorie, pinning the panels into place - Marjorie fidgety and impatient -

Sid, waiting in the limousine is also growing impatient - notes time - goes into shop and sends saleswoman to remind Marjorie that she has only ten minutes to catch train -

A saleswoman delivers the message to Marjorie, who realized that she cannot possibly catch train, hastily scribbles lines upon upon card and hands it to saleswoman to give Sid - "Impossible for me to catch train. Will have to stay over for another fitting tomorrow Stop Violet if you can." The saleswoman delivers card to Sid who hastens away to carry out instructions, but when he reaches station, the train is gone.

Gordon goes to the Elliot apartment and lets himself in with Jack's key - deposits his suit case in bed room and after taking off coat and collar and turning on water in bath tub, takes telegram from

his pocket and reads - "Gordon Bruce, care conductor, Southwestern, Syracuse, N. Y. Moved to 247 Riverside. Come up this evening to complete plans. Stone." As Gordon reads he realizes that Stone is living in the same apartment in which the Elliots live - "Funny they have an apartment in this very house!" he soliloquises as he replaces telegram in his pocket.

And Violet, on the Pullman, reading a magazine, suddenly becomes aware that the train is moving and that Marjories is not there! In panic she jumps up, appeals to the conductor to stop train and let her off - he of course refuses - tells her that she can get off at Albany, the first stop, and catch train back.

Sid returns to the Modist's shop for Marjorie - explains that he was too late to stop Violet. Marjorie insists that she is not at all afraid to remain at the Elliot apartment alone, and after dining with Sid, pleads a headache and makes him take her there - She secures Violet's key from the janitor, (who of course knows her) and will not permit Sid to enter apartment, declares it would not be proper without a chaperone. She is bidding Sid good-night when the elevator stops and the elevator boy with a lot of letters and papers goes to the door of the apartment across from the Elliot a apartment and rings the bell. Ella Stone herself comes to the door and the boy hands her several letters. Sid glances toward the door - starts when he sees Ella who says familiarly: "Why hello, Sid" - he nods icily and turns his back upon her - surprised and contemptuous, Ella closes door - while Marjorie, who has looked on curiously, now faces Sid and with curling lip says - So Miss Dasher is a friend of <u>yours</u>, also!" Sid uncomfortably tries to explain that he has simply met her - but Marjorie plainly does not believe him. Nodding coolly she leaves him. Sid, perturbed, exits toward elevator -

Ella, with letters, enters living room of her apartment, where Gordon and her father are going over papers that are spread upon the table. Ella hands several letters to her father, says good-night to both men and leaves the room. Gordon and Mr. Stone resume work - Gordon is dead tired.

Lonely and blue, now wearing becoming negligee, suggestive of Juliet, Marjorie moons about her bed room in the Elliot apartment. She tries to read but a vision of her approaching marriage arises before her and the book falls in her lap, forgotten. In fancy she sees herself standing beside Sid as the minister pronounces them man and wife - she looks up at Sid as he puts his arms about and bends to kiss her - Marjorie, with shudder, springs to her feet and the vision fades. She crosses to the window and looks out into the night - Gordon's face arises out of the darkness, his eyes full of love and tenderness - and suddenly the window becomes a Juliet balcony and Gordon, as Romeo, climps up to clasp Marjorie, as Juliet, in his arms. For one blissful moment Marjorie revels in her fancy then the memory of Gordon with "Dolly Dasher" returns to blot out happy thoughts and Marjorie turns from the window to throw herself upon the bed and sobs her heart out.

Gordon and Stone have completed their business - Stone well pleased - Gordon wearily folds his plans and places them in pocket - Stone accompanies him to door - shakes hands warmly - commends Gordon's work - Gordon explains that he is staying at Friend's apartment just across the hall. And as Gordon lets himself into Elliot apartment, Stone says "Good-night" and closes his door.

Marjorie, sobbing upon the bed, hears someone entering the apartment and in terror sits up, listening, her hand pressed over her lips as though to still her cries.

Gordon enters the living room of the Elliot apartment -

switches on the lights, places his hat upon the table and throwing himself wearily into chair bedide table, lights cigar, stretches out to rest - his eyes fall upon a photograph of Marjorie upon table nearby, a spasm of pain crosses his face - he leans over to pick up the photograph, places his cigar upon ash tray, and stars bitterly at the picture.

Marjorie slips out of bed, and in terror, steals toward door, listening - hears nothing, peeps through key hole and can see only a portion of the table and the arm of the chair in which Gordon sits - upon the table she sees the cigar burning on the ash tray and a man's hand, holding her own photograph, rests upon the arm of the chair! Marjorie can scarcely suppress scream - and with eyes dilated with fear she continues to look through key hole -

Gordon's face is distorted with pain as he stares at picture - and at last he flings it upon table, rises and goes to bed room, switching off lights as he leaves the room.

At the key hole Marjorie can only see portion of Gordon's body, and of course does not dream that it is he - as he switches off light Marjorie gasps and looks about as though for means of escape -

Gordon enters his bed room and begins undressing -

At the back of the apartment house the Elliot maid and her friends, "Red" and "Curly", sneak into view - and before the men start up fire escape the maid whispers instructions, as she points up to the second story, indicating the two windows that open upon the fire escape - "If you have to make a quick get-away, remember the <u>next</u> apartment is empty and you can get in through the fire escape, leave the stuff there and walk out the front way." And as the men climb the fire escape the maid keeps watch below -

Marjorie, scarce breathing, opens her door softly and stands

listening, the lighted cigar upon the ash tray is proof positive that she was not dreaming - and she creeps toward the door that leads to the outer hall to call for help - but suddenly she stops, frozen with horror, for - up the hall of the apartment and between her and the outer door, the ray of a flash light cuts the darkness - then Marjorie whirls, tries to regain her room, but Red and Curly, who have entered through window on fire escape discover and over take her. While one grasps her from behind and covers her mouth with his hand, the other rips bottle of chloroform and a rag from his pocket - saturates the rag and covers Marjorie's face with it - for a moment she struggles, then slumps inert, and Red picks her up and carries her into bedroom - dumps her into one of the twin beds, pours a little more chloroform upon the cloth upon her face and hastens out - In the living room Curley has discovered the lighted cigar and realizes that the girl was not alone in the apartment - he grasps Red's arm and motions to the cigar -

Meanwhile Violet, who has gotten off the train at Albany, and caught the first train back, arrives at railway station, and goes immediately to telephone booth and asks for number -

The telephone bell rings in the Elliot apartment and Red and Curly jump as though they were shot -

Gordon, now in his pajamas, is going to bed when he hears the telephone ring, and donning dressing gown steps out into living room to answer - Red and Curly are ready for him - and as Gordon steps into living room Curley gives him a blow upon the back of head - Gordon keels over and is caught by both thugs who carry him into room where Marjorie lies unconscious, dump him into the other twin bed and in order to make sure that he will not revive and interrupt them, they pour generous amount of chloroform onto handkerchief which they place over his face.

Leaving light burning in bed room they go to wall safe and get busy.

While Violet, at telephone, unable to get any answer from her apartment, calls up Sid at his hotel, asks about Marjorie - hears that Sid took her to the apartment long ago. "That's odd" - says Violet, worried, "I have tried for ten minutes to get her on the phone." Sid, vaguely troubled himself, answers that he will be right over to take Violet home - hangs up receiver.

Red and Cruly are having a hard time in opening the safe.

While at the bottom of the fire escape the Elliot maid, keeping watch, is joined by the janitor who greets her familiarly - "Why hello, Susie, what are you doing here - thought the missus gave you a holiday?" The maid startled, stammers, then rises beautifully to the occasion - "Sure and she did, Mr. Brady, but I lost me diamond brooch today and I just remembered that this morning when I was cleaning the window I pricked me finger with it, so I thought I might have dropped it down here." So the janitor and Susie, on all fours begin to search for the mythical brooch, while Susie talks loudly, and ever keeps one eye upon the fire escape balcony overhead.

Red and Curly have at last succeeded in opening the safe, and with pockets and bags bulging with late contents thereof, they go to window to make their get away - below discover Susie and the janitor and after whispered consultation, decide to escape via the supposedly vacant apartment. To their delight the other window on the fire escape is open and they step inside softly. Susie sees and sighs with relief - tells the janitor she guesses the brooch is not there - the janitor lights his pipe, leans chair against wall and prepares for comfortable half hour. Susie says goodbye and exits reluctantly.

Meanwhile Sid and Violet arrive and hasten up to the Elliot apartment, and as neither have key they ring bell -

Still partly under the influence of the chloroform, the continual ringing of the bell finally arouses both Marjorie and Gordon, and each sits up dizzily - and discovers the other - both frozen with amazement - each frames the other's name - demands what other is doing there - each explains -

While at the door Violet and Sid, dreadfully worried because their ringing elicits no response, hold consultation - Violet is sure that something awful has happened - hysterically bids Sid get someone to break in the door - Sid hastens toward the elevator.

In the long hall of the Stone apartment Red and Curly crack door and peep out in corridor to see if coast is clear - see Violet and Sid and softly close door -

Marjorie and Gordon still sitting up in bed staring at each other, suddenly seem to realize that they are not dressed for receiving - and each desperately pulls covers of bed up about chin. Memory of what happened is returning to Marjorie, and suspicion is dawning that it was Gordon who sprang at her out of the darkness - anger takes place of bewildered amazement and she scathingly denounces him. "So it was YOU who chloroformed me!" and Gordon indignantly denies - ceclares that he was blackjacked and remembers nothing more - Marjorie listens dubiously.

While in the corridor, at the door of the apartment, Violet frantically wrings her hands, looks anxiously toward the elevator - and decides that she will make one more effort to make Marjorie hear - presses door bell -

Marjorie and Gordon hear bell and both start violently - "The door bell -" frames Marjorie - "who can it be?" Gordon get out of bed, starts toward door, puts his hand to his head and sways dizzily - Marjorie forgets all about how she is dressed and also jumps out of bed - overtakes Gordon in living room, tells

him that he must not go to the door - but must let her go - "It would ruin my reputation if it's anyone who knows I'm here!" Gordon stands aside - is about to let her go to door when he has awful thought - "But suppose it is some one who knows that I am here?" Marjorie stops and they stare at each other, aghast. "Perhaps" - suggests Marjorie weakly, "we had better not open the door at all!" Gordon nods silently - protectingly places his arm about the now shivering Marjorie -

In the corridor, the weeping, excited Violet suddenly stops ringing the door bell and runs to look and call down the elevator shaft -

In the lower corridor of the apartment house, Sid, two policemen, the janitor and the elevator boy are hastening to elevator - the policeman questions Sid and both he and the janitor declare they know the young lady to be in the apartment - the janitor recalls the presence of the maid beneath the window of the Elliot apartment and one of the policemen goes to investigate while the others hurry above to corridor where Violet is waiting.

In the living room of the Elliot apartment Marjorie, thinking that whoever was ringing the bell has gone away, suddenly seems to realize that Gordon's arm is about her and jerks away from him - says cuttingly - "Pray save your embraces for Miss Dasher!" "What?" says Gordon puzzled, "for whom?" Marjorie grimly folds her arms, looks Gordon coldly, accusingly in the eye - "For Miss Dolly Dasher of the Follies!" Gordon mystified, indicates he does not know what Marjorie is talking about, and she, angry and disgusted, turns her back upon him - and her eye lights upon the open, empty wall safe - "LOOK!" she gasps again clutching Gordon's arm - and points to safe. Gordon hurries to investigate, they both start violently and Marjorie clings to Gordon, for -

In the corridor outside Sid and the others begin terrific onslaught to break in the door of the apartment -

Marjorie and Gordon look into each other's eyes - she breathes tensely - "It must be the police! Oh Gordon if we are discovered here together -" Gordon horrified, realizes what this would mean - quickly resolves to escape - and after word of explanation to Marjorie, rushes into room where his things are, slips on his trousers, crams other things into his suitcase, and with shoes in hand rushes out - Marjorie points way to window on fire escape -

Meanwhile Sid and others are bombarding the door -

While Red and Curly in the Stone apartment, are about to climb out of window when they discover the policeman coming up fire escape - Quick as a flash they close and lock the window and run back through the long hall of the apartment - Red bumps against a chair - the noise awakens both Stone and Ella, and Stone, grabbing a revolver from chair beside his hed, slips out into hall, switches on lights, surprises Red and Curly - covers them with revolver - while Ella, in dressing gown, also appears and at Stone's command runs to telephone for help, but as the boy is not at switchboard, she gets no answer -

In the Elliot apartment, beside the wondow that opens upon the fire escape, Gordon grabs Marjorie in his arms and kisses her, then steps out upon the fire escape and starts down the ladder - does not see the policeman coming up -

Marjorie flies back into the living room, and pretending that she has just recovered consciousness, opens the door to Sid, Violet and others - almost falls into Violet's arms as she tells story of how she was chloroformed and the apartment robbed - points to the empty wall safe -

Gordon steps down and almost into the arms of the policeman, who covers him with revolver and makes him climb back to the fire escape balcony - then into the open window - thinks of course that he has captured the burgler -

Marjorie is being comforted and made much of when the policeman brings in his prisoner - then tableau! Marjorie horrified, the picture of guilt - Violet astounded, incredulous, frames "GORDON!" Sid recognizes Gordon and looking from him to Marjorie plainly puts the worst possible construction upon the situation - sneers - "So this was your little game, eh? No wonder you would not let me in!" Gordon forgets that policeman has him covered, and springs upon Sid - succeeds in giving him smashing blow before the policeman separates them - Sid orders policeman to arrest Gordon -

Meanwhile in the Stone apartment, Ella, getting no answer at the telephone, runs to corridor and calls for help -

The door of the Elliot apartment is open, all hear Ella's call and there is a rush for the corridor - Marjorie and Violet bringing up rear - As Marjorie looks at Ella her lips tighten and eyes harden -

Red and Curly resolve to make run for it and dash for door - Stone fires - Red falls - Curly reaches corridor to be caught by the policeman - Stone drags Red out - discovers Gordon and others - says to Gordon: "Robbed, eh Bruce? Well, I guess I've got your burglers all right!"

The policeman take charge of Red and Curly, relieve them of their silver, etc.

Stone puts his arm about Ella and leads her over to Marjorie, Violet and Gordon - Sid, ill at ease, longs to get away, but others cut off avenue of escape - Stone places his hand upon Gordon's shoulder, says: I'm glad of this opportunity for my little girl to meet your friends, Bruce; she has been pretty lonesome here in New

York -" Gordon introduces Stone and Ella to Marjorie and Violet - Marjorie astonished - darts glance at Sid, who the picture of guilty embarrassment is trying to edge past them toward steps - Marjorie's eyes are icy as she smiles sweetly and steps back - nods toward Sid - "I believe you have met Mr. Elliot, Miss Stone?" Ella gives Sid a cool glance - "Oh yes! we knew him quite well in Nevada!" Bid bows and beats a hasty retreat - does not meet Marjorie's eyes - she calls him, and as he stops reluctantly she follows him - takes his ring from her finger and hands it to him, and without a word Sid drops the ring in his pocket. Marjorie turns toward Gordon, and tucking her hand in his arm, smiles up at him, then looks about at others - "Now if you'll all come in <u>we'll explain just how it happened</u>-"

And as the patrol wagon stops in front of the apartment house and the policemen bundle Red and Curly in -

Sid flings out into the night alone -

And Marjorie and Gordon, hand-in-hand, in the Elliot apartment, start to tell Violet, Stone and Ella the story.

THE END.

"NOBODY HOME"
By
Lois Zellner

Produced as "OUT OF LUCK" - D. Gish

PRINCIPAL CHARACTERS

MARJORIE MILLS..... An independent and captivating young lady with a will of her own.

VIOLET PAIGE..... Her chum. As timid and shrinking as she is cuddly and appealing

HER FATHER..... Blustering and severe.

GORDON BRUCE..... A clean-cut young chap with a determination to win Marjorie, and for her sake, success.

JACK ELLIOT..... HIS CHUM - and in love with Violet.

SID ELLIOT..... A suave villian known as "The Silver King." He gets what he wants, regardless of means or prices - when he can.

JIM STONE..... A rough Westerner who has made his pile and is adding to it.

ELLA STONE..... His daughter. A Western girl with New Yorkitis.

When the proverbial Cruel Father snatched little Violet Paige from the arms of her lover, Jack Elliot, and bade the young fellow never darken his doors, heart-broken little Violet flew to pour her troubles into the ear of Marjorie Mills, her chum. "And oh, Marjorie, tomorrow Jack is going to New York, and I will never, never see him any more!"

Marjorie is as fearless as she is impulsive, as wilful as lovely, and instead of the sympathy Violet expected, Marjorie scoffs at a love that could so easily be denied, vows that nothing short of death could keep her from the man she loved, and at last inspires timid little Violet with a bit of her own courage. "Oh, Marjorie, dear", breathes Violet in admiring awe, "You are so brave and resourceful - tell me what to do - "

So Marjorie takes command of her friend's love affairs - telephones Jack that Violet is ready to elope. Transported from the depths of despond to ecstacy,

Jack answers that he will make all necessary arrangements and will call for the girls that evening at ten. "I will bring a friend; we will drive slowly past the house, blow the horn three times and wait around the corner."

At the appointed hour the girls hear the signal and slip out of the house, narrowly escaping discovery. Around the corner an auto waits in the shadows. Jack lifts Violet into the back seat beside him, leaving Marjorie and the young man in the driver's seat to get acquainted as best they may. "I am Gordon Bruce, Miss Mills", he smiles "Jack has told me what a trump you are and I am proud and glad to meet you!" The two shake hands merrily, while Violet fearing discovery, begs Gordon to hurry. Then the car starts and is lost in theshadows.

When the ceremony is over Gordon and Marjorie accompany the newlyweds to the railway station - shower them with good wishes, rice and an old shoe which Marjorie had hidden in her muff. They are a happy party, but as the moment of departure draws near and the girls become tearful, and finally when the last good-bye has been said and the train pulls out, in solemn silence Gordon drives Marjorie back to her own door. Upon the back seat of the car roguish little Dan Cupid mysteriously appears, and laughs in glee as he cuddles in the corner, thinking himself unobserved. Both Marjorie and Gordon discover that Love is there, though Marjorie pretends not to know it.

By the time that Marjorie receives a letter from Violet inviting her to come to New York upon a visit, Marjorie and Gordon have announced their engagement, and though she is loath to leave her sweetheart in Millville even for a short time, there are perfectly good reasons for a prospective bride to welcome a little visit to the big town, and so Marjorie, consoled by a fat check from father and a promise from Gordonto spend the week-end in town, departs.

Arriving at the Elliot apartment Marjorie finds an ideally happy young paid of turtle doves in the coziest of nests. And Jack is not only happy, but prosperous. He is managing the local office of his brother, Sid, who has amassed a fortune in Nevada silver mines.

Sid Elliot is the smooth, smiling, insistant type who usually gets what

he goes after, regardless of anything save his own desires. Just now he is spending several months in New York and is staying at the Bastor Hotel.

Violet has invited Sid to dinner the night of Marjorie's arrival, but laughingly warns, "You must not lose your heartto her, Sid, for she is engaged to Gordon Bruce." Sid promises - but when he meets Marjorie, Violet's warning is forgotten or ignored, for immediately he falls a victim to Marjorie's vivacious beauty and charm.

At dinner Marjorie admires the handsome silver service, which Violet proudly explains was Sid's wedding gift to her. "The silver was all taken from Sid's mines and he had the service made for us." Marjorie is much interested and Sid delights intelling her stories of the mines, etc.

As the days pass Sid, who has fallen desperately in love with Marjorie, showers her with attentions. And though Marjorie often speaks of her approaching marriage, Sid refuses to be discourage - half jestingly, yet with the glint of deadly earnestness in his eyes, warns Marjorie that he is going to take her away from the other man <u>if he can</u>. Marjorie is so sure of herself and of Gordon that she accepts this lightly - gaily assures Sid that he hasn't a chance in the world. "At least," smiles Sid, "You will be a sister to me?" And with mock gravity Marjorie consents and Sid kisses her hand.

The end of the week find Gordon in a fever of impatience to see Marjorie - but fate has a sorry trick in store - Gordon is summoned to his chief's office, who hands him a New York paper and points to a short paragraph - "Jim Stone, the Nevada mining magnate, with his daughter, is registered at the Bastor." Gordon looks up expectantly and his chief says "We stand a much better chance to close that contract for the power plant if you can see Stone and explain the plans to him, than if they are mailed out. As soon as you reach town get an appointment, then stick until he's closed." Gordon agrees, places plans and estimates which his chief hands him, in big envelopes, and hurries away.

When Gordon reaches New York he goes at once to the Bastor Hotel and as soon as he has registered, asks to speak to Mr. Stone and is told by the clerk

that Stone is out. As Gordon anxiously questions the clerk a flashily dressed young woman approaches the desk, accompanied by Sid Elliot. The young woman asks for her key and as the clerk hands it to her he nods toward Gordon. "This gentleman is very anxious to see your father, Miss Stone. Perhaps you could give him some information." Ella Stone turns to Gordon frankly, "Well, isn't that too bad, " she sympathizes, "Dad won't be in till late, and tomorrow he is going to Washington!" Gordon, much disappointed, takes out one of his cards, gives it to Ella and explains that he wished to see her father upon important business, asks if there is not some way to see him, if only for a few moments. Ella notes name upon card and suggests brightly "You might leave your telephone number, Mr. Bruce, and if Dad can see you this evening, I'll call you up." Gordon gratefully agrees, consults telephone directory and writes the number of the Elliot apartment upon card which he hands to Ella, thanks her warmly and hurries toward elevator, followed by boy with grips.

Throughout scene between Gordon and Ella, Sid has remained in background silent and bored until Ella addressed Gordon as "Mr. Bruce," when Sid shoots glance at Gordon, and listens eagerly.

Ella rejoins Sid and together they walk toward elevator where Sid glances at his watch, indicates he must go, has important engagement. Ella looks up at him half pleadingly, half proudly - says sadly: "You have changed a lot since you came East, Sid - but I am glad I found it out before - it was too late." Sid looks uncomfortable, weakly denies, but Ella bids him stop, says pretense is unnecessary, and bidding him good-bye she steps into elevator. Sid, with a sigh of relief hastens away.

At the Elliot apartment Marjorie receives a huge box of flowers, is disappointed to find Sid's card - expected Gordon's. She is arranging the flowers in a vase when Sid arrives, greets her with ardent eyes and smiling lips - Marjorie hesitantly meets his eyes, tells him that he must cease attentions as he is making her uncomfortable. "What?" cries Sid mockingly, "You would deny me the pleasure of giving my little sister flowers? Impossible!"

There is a ring at the bell which sends Marjorie's heart in her throat, and as the maid goes to door, Marjorie forgets all about Sid and runs toward the door - the maid admits Gordon, and Marjorie, her face alight with love and happiness, holds out her hands to him. Gordon clasps her to his heart. Sid, of course, recognizes Gordon and his eyes narrow in jealous rage as he witnesses the lovers' meeting. However, he turns hastily from the room - and there, upon the far side of the room in which he now stands, discovers Violet and Jack also billing and cooing. Violet spies Sid and jumps - she and Jack laugh at Sid's disgusted expression.

In the other room Marjorie and Gordon are having lovers' reunion - though the knowledge that he may be called away at any moment troubles Gordon and he is not quite at east. He half hopes that Stone will not see him and resolves not to mention business unless Stone telephones.

Violet and Jack enter, grettings, etc. Jack calls Sid in and introduces him to Gordon. The two shake hands and Marjorie,who stands near looks from one to the other, as though measuring them - then she smiles and tucks her hand through Gordon's arm, in a pretty proprietory manner. Gordon smiles down upon her proudly while Sid turns away to hide his jealousy.

Meanwhile in their apartment at the Bastor Hotel, Ella shows her father Gordon's card and explains the young man's anxiety to see him. Stone recognizes the name of Gordon's firm and almost eagerly goes to the telephone - calls for number.

The maid at the Elliot apartments answers telephone - calls Gordon to phone - Gordon steps out into the hall and Sid hovers near the door, listening. At the other end of the wire Stone tells Gordon that he will be pleased to see him, invites Gordon to dine with them on the Bastor roof at eight. Gordon repeats, "The Bastor Roof at eight. Thank you very much. I'll surely be there".

Sid has heard enough and when Gordon, most unhappy and apolegetic returns to the room where others are chatting, Sid listens to his halting excuses to Marjorie with sinister smile, turns away lest Marjorie see.

Marjorie is dismayed and disappointed when Gordon tells her that he cannot remain to dinner because important business necessitates his seeing a man to-

night. At last, however, he convinces her that he hates to go more than she can hate to see him go, and she sees wisdom of his course when he draws her into his arms and kisses her - "After all, sweetheart, it is for our future welfare." At the very moment the maid announces dinner Gordon tears himself away, while Marjorie fights back impulse to weep and waves him a gay little kiss.

Dinner is a very dismal affair for Marjorie, though Sid tries to lighten it and invites them all to come down town with him for coffee and dancing. Violet is willing enough to go, and Marjorie nods consent, but Jack is too comfortable to seek amusement elsewhere; covers Violet's hand with his, says "Let Sid and Marjorie go alone, honey. Home is good enough for me."

At the Bastor Roof, Gordon is at a table with Stone and Ella. They have finished dinner except coffee and the two men are immersed in business talk. Gordon has plans spread out upon table and is explaining details to Stone who at last indicates willingness to close - "If you take charge of the job yourself, Mr. Bruce, I'll close the deal." Gordon agrees and they shake hands heartily.

Ella, looking as much like a "screen vamp" as daring clothes and makeup permit, has been looking about at the gay scene and, womanlike, is not blind to the curious and admiring glances cast her way.

Sid of course brings Marjorie to the Bastor Roof and as they go to their places he glances quickly about - locates the Stones and Gordon as Ella looks up and recognizes him. Ella's eyes harden as she sees pretty girl with Sid and she turns to Gordon and her father without speaking to Sid. Gordon, elated at having closed his contract, now sets about to make himself agreeable. The favor-girl stops at their table and Gordon purchases feather dusters and balloons - invites Ella to dance - while Stone remains at table tossing off high-balls.

Sid has observed all this out of the corner of his eye while Marjorie watches dancers - and as Ella and Gordon join dancers, Sid also affects great interest in dancers. Calls Marjorie's attention to Ella as she passes, her large feathered hat completely cutting off view of Gordon's face. "That", says Sid, "Is Dolly Dasher of the Midnight Follies?" Marjorie smiles as she notes Ella's

get-up, but suddenly her smile turns to start of dismay, for Ella has now turned and Marjorie recognizes Gordon! Both Ella and Gordon are laughing, and he apparently is having the time of his life. Sid feigns astonishment - shock - indignation - as though to shield Marjorie, suggests that they go elsewhere - she with effort tears her gaze from Gordon and Ella who are winding in and out among the dancers, meets Sid's sympathetic eyes and pride comes to her aid. She makes a brave effort to hid her emotion, rises quickly and Sid calls waiter and settles score.

Once in Sid's limousine upon their way back to the Elliot apartment Marjorie can no longer restrain emotion, breaks into torrent of bitter denunciation of Gordon, of mockery of her love and faith. Sid plays his cards cunningly - protects other man - "Perhaps after all there may be some explanation. Give him a chance to clear himself!" Marjorie indignantly repudiates possibility of explanation - vows she hates and despises Gordon and denounces Sid for defending him. "Oh" she cries, "If I could only punish him - show him that I do not care!" "YOU CAN" - breathes Sid tensely, trying to hide the triumphant light that leaps into his face - "Let our engagement be announced in the morning papers! He does not suspect that you have found him out and will never know why you threw him over!" Marjorie's eyes widen, then half close, and Sid, watching her, knows that he has won even before she nods assent. Restraining his desire to sweep her into his arms, Sid takes Marjorie's hand reverently in his, presses it to his lips, says "I will do my best to make you happy, Marjorie, and will prove to you that all men are not cads!"

The next morning Gordon, in taxi, is hastening to see Marjorie and to tell her of his good fortune of the evening before - glances through the morning paper - is surprised to see Marjorie's face smiling at him - then reads the headlines and gasps in astonishment and horror - "Off with the Old Love, On with the New! Miss Marjorie Mills, whose engagement to Mr. Gordon Bruce, a promising young Civil Engineer, was announced a month ago, is soon to be the bride of Sidney Elliot, the Silver King!" Gordon cannot believe it - crushes the paper, then smooths it out and reads again - the taxi stops in front of apartment house and like one in a daze Gordon gets out, pays his far and after moment's hesitation goes into house.

Marjorie is dressing for a ride with Sid when the maid brings her Gordon's card. Near her sits Violet with a copy of the paper announcing Marjorie's engagement to Sid. She has evidently been taking Marjorie to task and as the maid enters Marjorie, whose back is partly toward Violet, makes a desperate effort to conceal her unhappiness beneath almost forbidding manner - "Please, Vi, permit me to select the man I am to marry!" And believe that I had very good reasons to change my mind!" And, taking her engagement ring from the dressing table, Marjorie turns from the phone, steeling herself for the meeting with Gordon. It takes every ounce of her nerve and courage to play the part she has resolved upon. Coldly she enters library where Gordon is waiting - he, with paper in hand rushes to meet her - points to article, cannot believe it - asks explanation. Marjorie quietly places the ring between them - spreads her hands - indicates there is nothing to explain since the story is quite true. Gordon expostulates - tries to make Marjorie face him - grasps her wrists - she shakes him off furiously - declares she mistook girlish fancy for love - discovered real love before it was too late! Gordon bitterly answers that he does not believe her - says that she has thrown him over to marry for money - Marjorie trembling with anger and indignation, bids Gordon go - Gordon stands for instant looking at Marjorie, then turns toward door as Sid enters - the two men face each other - Gordon tense, outraged, restraining savage impulse to fight for possession of the woman he loves - Sid cool, half mocking, half triumphant. Marjorie looks from one tomthe other, and then crosses to Sid and places her hand upon his arm, as though seeking protection and making choice. Gordon recovers possession of himself and rushes from the room. Marjorie closes her eyes, drops Sid's arm - sways - Sid catches and leads her tenderly, but triumphantly to couch - murmurs reassuringly.

When Gordon reaches his hotel, stunned, like man in a dream he finds Jack Elliot waiting for him - Jack sympathetically places his arm about his friend's shoulder says : "I know there's nothing to be said, old man - but - oh, hang it all it's a damn shame!" Gordon silently appreciative, but is too deeply hurt to discuss affair even with Hack. Changes subject - "I'm going West to-day. Closed with the

man I went to see last night and will have to go over the ground before our men start work."

The next week is one of feverish excitement for Marjorie. Sid, who is playing the role of tender lover, urges an immediate marriage, and Marjorie, wishing to burn her bridges and prove her indifference to Gordon agrees. Her days are spent at the shops and modistes, and the end of the week finds her weary, nervous and ready to return to Millville to make arrangements for a quiet wedding. She has only one more fitting at the modiste's.

Sid has a handsome silver dinner service, which he has had made for his prospective bride, sent to the Elliot apartment. Marjorie and Violet are admiring it when Jack telephones Violet that he is obliged to go out of town on business trip and suggests that Violet accompany Marjorie to Millville and surprise her parents with a visit. Violet agrees and Jack answers that he will bring railway tickets and Pullman reservations when he comes home to lunch.

Meanwhile the maid evinces an undue interest in the silver service, and while Marjorie and Violet make plans for the trip, the maid closes the box containing the silver, pretends to lock it, but does not turn the key - hands the key to Violet, then places the box in the wall safe where Violet's silver and valuables are kept. Violet herself turns the combination, while the maid covertly watches her.

Ella Stone has persuaded her father to let her take an apartment in New York for the winter - and Fate leads her to the very house in which the Elliots live. The day that Marjorie is to return to Millville the Stones move into the apartment opposite the Elliots. The transfer man who brings Ella's trunks takes Marjorie's away - and so it happens that the two girls meet in the corridor and each gives the other a curious glance - though neither speaks. Marjorie returns to the room where Violet is packing. "You have a new neighbor, Vi; Miss Dolly Dasher of the Midnight Follies!" And Violet, much interested and a bit scandalized and indignant, turns to question Marjorie. Their conversation is interrupted by the arrival of Jack and Sid. Marjorie witnesses the meeting between Violet and Jack with heartsick envy. Sid touches Marjorie's hand caressingly and she cannot repress a shudder of aversion

with relief turns to Jack who is taking tickets from his pocket. Sid's eyes half close and his hand clenches as though he would Marjorie and bend her to his will.

Jack gives each girl her railway and Pullman ticket - says - "Sorry I can't see you girls off but my train leaves an hour before yours. Sid will have to look after you." Sid of course agrees eagerly but Marjorie shakes her head - smiles "I can't be bothered with a mere man this afternoon, thank you! While Vi packs I must go to the modiste's for my final fittings - then Vi and I will meet on the train." Sid insists, however, and he and his car are at Marjorie's disposal - and so, rather against her will, Marjorie sets out with Sid to complete here errands.

When Jack jumps out of the taxi in front of the railway station he meets Gordon who is just returning from the West. They shake hands warmly and though Jack is in a great hurry he cannot refrain from commenting upon how badly Gordon looks - Gordon explains that he can never sleep on the train - and that he expects no better fate tonight, since there is not a quiet hotel in town. Jack has a brilliant thought; thrusts the key of his apartment in Gordon's hand and explains - "There is nobody home - Violet is going to Millville - so go right up and make yourself at home. It is nice and quiet and I'll guarantee you a good night's rest!" As he speaks he agains looks at his watch - indicates he must rush to get his train - in vain Gordon tries to refuse, to make Jack take the key - Jack waves him off and dashes away - calling back over his shoulder - "Sleep tight, old man - and leave the keywith the janitor!"

At the apartment Violet, assisted by maid, hurriedly completes her packing gives maid leave of absence until her return - and as she pins on her hat cautions maid to lock the windows. The maid pretends to do this but leaves the window that opens upon the fire-escape unfastened. Violet and the maid leave the apartment and the maid places Violet's bags in the taxi that waits in front of the house, while Violet stops in the hall to speak to the janitor - gives him the key to her apartment and tells him to keep an eye on things until she returns. Then Violet hastens out and gets in the taxi, nods good-bye to the maid, who, as taxi vanishes smiles craftily, then walks away.

Meanwhile Marjorie leaves Sid in the limousine while she goes into Madam Digson's to try on her gowns.

The Elliot maid goes into public telephone booth and calls up Red Levy, her lover and confederate, who with another tough, is at table in cheap, dirty saloon, - maid tells him - "You and Curley come for me at ten thirty." Red returns to table to repeat message to his companion - they plan burglary.

Madam Digson has left Marjorie's wedding gown until last - and in the workroom the sewing women are working frantically to get it ready. The gown is spread out upon a table and several are working upon it at once. The woman in charge tells the little stock girl to get box of chiffons from the top shelf, which is just over the table upon which the wedding gown is spread. The shelf is high and the girl is small, and when she reaches up for the box, a bottle of shoe polish which is beside the box, is knocked off and lands upon Marjorie's wedding gown, drenching it. A horrified silence - then the door opens and the smiling hurrying Madam Digson appears, calling for the gown - discovers what has happened, and almost bursts in her rage and excitement. Grabs the gown and with trembling fingers rips out the stained panels, while the head woman hurriedly prepares to cut new panels.

Violet, meanwhile, takes her place upon the Pullman and directs porter where to place bags.

And Marjorie, waiting for Madam Digson, is growing very impatient - looks at her watch, then toward the door - at last slips her coat on, goes to door - calls salesgirl and bids her tell Madam that she must hurry.

A moment later Madam enters, all apologies, placatingly explains the accident and with the help of the head work woman tries the gown upon Marjorie, pinning the panels into place - Marjorie fidgety and impatient.

Sid, waiting in the limousine is also growing impatient - notes time - goes into shop and sends salesswoman to remind Marjorie that she has only ten minutes to catch train.

Saleswoman delivers the message to Marjorie, who realizes that she cannot

possibly catch train, hastily scribbles lines upon card and hands it to saleswoman to give Sid - "Impossible for me to catch train. Will have to stay over for another fitting tomorrow. Stop Violet if you can." The saleswoman delivers card to Sid who hastens away to carry outmainstructions, but when he reaches station, the train has gone.

Gordon goes to the Elliot apartment and lets himself in with Jack's key - deposits his suitcase in bedroom and after taking off coat and collar and turning on water in bathtub, takes telegram from his pocketand reads - "Gordon Bruce, care conductor, Southwestern, Syracuse, N. Y. Moved to 247 Riverside. Come up this evening to complete plans. Stone." As Gordon reads he realizes that Stone is living in the same apartment in which the Elliots live - "Funny they have an apartment in this very house!" he soliloquises as he replaces telegram in his pocket.

And Violet, on the Pullman, reading a magazine, suddenly becomes aware that the train is moving and that Marjorie is not there! In panic she jumps up, appeals to the conductor to stop train and let her off - he of course refuses - tells her that she can get off at Albany, the first stop, and catch train back.

Sid returns to the Modist's shop for Marjorie - explains that he was too late to stop Violet. Marjorie insists that she is not at all afraid to remain at the Elliot apartment alone, and after dining with Sid, pleads a headache and makes him take her there. She secures Violet's key from the janitor (who of course knows her) and will not permit Sid to enter apartment, declares it would not be proper without a chaperone. She is bidding Sid good-night when the elevator stops and the elevator boy with a lot of letters and papers goes to the door of the apartment across from the Elliot apartment and rings the bell. Ella Stone herself comes to the door and the boy hands her several letters. Sid glances toward the door - starts when he sees Ella who says familiarly: "Why hello, Sid" - he nods icily and turns his back upon her - surprised and contemptuous, Ella closes the door while Marjorie, who has looked on curiously, now faces Sid and with curling lip says "So Miss Dasher is a friend of <u>yours</u> also!" Sid uncomfortably

tries to explain that he has simply met her - but Marjorie plainly does not believe him. Nodding coolly she leaves him. Sid, perturbed, exits toward elevator -

Ella, with letters, enters living room of her apartment, where Gordon and her father are going over papers that are spread upon the table. Ella hands several letters to her father, says good-night to both men and leaves the room. Gordon and Mr. Stone resume work - Gordon is dead tired.

Lonely and blue, now wearing becoming negligee, suggestive of Juliet, Marjorie moons about her bedroom in the Elliot apartment. She tries to read but a vision of her approaching marriage arises before her and the book falls in her lap, forgotten. In fancy she sees herself standing beside Sid as the minister pronounces them man and wife - she looks up at Sid as he puts his arms about and bends to kiss her - Marjorie, with shudder, springs to her feet and the vision fades. She crosses to the window and looks out into the night - Gordon's face arises out of the darkness his eyes full of love and tenderness - and suddenly the window becomes a Juliet balcony and Gordon, as Romeo, jumps up to clasp Marjorie, as Juliet, in his arms. For one blissful moment Marjorie revels in her fancy then the memory of Gordon with "Dolly Dasher" returns to blot out happy thoughts and Marjorie turns from the window to throw herself upon the bed and sob her heart out.

Gordon and Stone have completed their business - Stone well pleased - Gordon wearily folds his plans and places them in pocket - Stone accompanies him to door - shakes hands warmly - commends Gordon's work - Gordon explains that he is staying at friend's apartment just across the hall. And as Gordon lets himself into Elliot apartment, Stone says "good-night" and closes his door.

Marjorie, sobbing upon the bed, hears someone entering the apartment and in terror sits up, listening, her hand pressed over her lips as though to still her cries.

Gordon enters the living room of the Elliot apartment - switches on the lights, places his hat upon the table and throwing himself wearily into chair beside table, lights cigar, stretches out to rest - his eyes fall upon a photograph of Marjorie upon table nearby, a spasm of pain crosses his face - he leans over to pick up the photograph, places his cigar upon ash tray, and stares bitterly

at the picture.

Marjorie slips out of bed, and in terror, steals toward door, listening - hears nothing, peeps through key hole and can see only a portion of the table and the arm of the chair in which Gordon sits - upon the table she sees the cigar burning on the ash tray and a man's hand, holding her own photograph, rests upon the arm of the chair! Marjorie can scarcely suppress scream - and with eyes dilated with fear she continues to look through keyhole.

Gordon's face is distorted with pain as he stares at picture - and at last he flings it upon table, rises and goes to bedroom, switching off lights as he leaves the room.

At the keyhole Marjorie can only see portion of Gordon's body, and of course does not dream that it is he - as he switches off light Marjorie gasps and looks as though for means of escape -

Gordon enters his bedroom and begins undressing -

At the back of the apartment house the Elliot maid and her fridns, "Red" and "Curly" sneak into view - and before the men start up fire escape the maid whispers instructions, as she points up the second story, indicating the two windows that open upon the fire escape - "If you have to make a quick get-away, remember the next apartment is empty and you can get in through the fire escape, leave the stuff there and walk out the front way." And as the men climb thefire escape the maid keeps watch below -

Marjorie, scarce breathing, opens her door softly and stands listening, the lighted cigar upon the ash tray is proof positive that she was not dreaming - and she creeps toward the door that leads to the outer hall to call for help - but suddenly she stops, frozen with horror, for - up the hall of the apartment and between her and the outer door, the ray of a flash light cuts the darkness - then Marjorie whirls, tries to regain her room, but Red and Curley, who have entered through window on fire escape discover and overtake her. While one grasps her from behind and covers her mouth with his hand, the other rips bottle of chloroform and a rag from his pocket - saturates the rags and covers Marjorie's

face with it - for a moment she struggles, then slumps inert, and Red picks her up and carries her into bedroom - dumps her into one of the twin beds, pours a little more chloroform upon the cloth on her face and hastens out. In the living room, Curly has discovered the lighted cigar and realizes that the girl was not alone in the apartment - he grasps Red's arm and motions to the cigar -

Meanwhile, Violet, who has gotten off the train at Albany, and caught the first train back, arrives at railway station, and goes immediately to telephone booth and asks for number -

The telephone bell rings in the Elliot apartment and Red and Curly jump as though they were shot -

Gordon, now in his pajamas, is going to bed when he hears the telephone ring, and donning dressing gown steps out into livving room to answer. Red and Curley are ready for him - and as Gordon steps into living room Curley gives him a blow upon the back of head - Gordon keels over and is caught by both thugs who carry him into room where Marjorie lies unconscious, dump him into the other twin bed and in order to make sure that he will not revive and interrupt them, they pout generous amount of chloroform on to handkerchief which they place over his face. Leaving light burning in bedroom they go to wall safe and get busy.

While Violet, at telephone, unable to get any answer from her apartment, calls up Sid at his hotel, asks about Marjorie - hears that Sid took her to the apartment long ago. "That's odd" - says Violet, worried, "I have tried for ten minutes to get her on the phone." Sid, vaguely troubled himself, answers that he will be right ov over to take Violet home - hangs up receiver.

Red and Curly are having a hard time in opening the safe.

While at the bottom of the fire escape the Elliot maid, keeping watch, is joined by the janitor who greets her familiarly - "Why hello Susie, what are you doing here - thought the missus gave you a holiday?" The maid startled, stammers, then rises beautifully to the occasion - "Sure and she did, Mr. Brady, but I lost me diamond brooch today and I just remembered that this morning when I was cleaning the window I pricked me finger with it, so I thought I might have dropped it down here." So

the janitor and Susie, on all fours begin to search for the mythical brooch, while Susie talks loudly, and ever keeps one eye upon the fire escape balcony overhead.

Red and Curly have at last succeeded in opening the safe, and with pockets and bags bulging with late contents thereof, they go to window to make their get-away below discover Susie and the janitor and after whispered consultation, decide to escape via the supposedly vacant apartment. To their delight the other window on the fire escape is open and they step inside softly. Susie sees and sighs with relief - tells the janitor she guesses the brooch is not there - the janitor lights his pipe, leans chair again wall and prepares for comfortable half hour. Susie says goodbye and exits reluctantly.

Meanwhile Sid and Violet arrive and hasten up to the Elliot apartment, and as neither have key they ring bell. Still partly under the influence of the chloroform, the continual ringing of the bell finally arouses both Marjorie and Gordon, and each sits up dizzily - and discovers the other - both frozen with amazement - each frames the other's name - demands what other is doing there - each explains -

While at the door Violet and Sid, dreadfully worried because their rining elicits no response, hold consultation - Violet is sure that something awful has happened - hysterically bids Sid get someone to break in the door - Sid hastens toward elevator.

In the long hall of the Stone apartment Re d and Curly crack door and peep out in corridor to see if coast is clear - see Violet and Sid and softly close door.

Marjorie and Gordon still sitting up in bed staring at each other, suddenly seem to realize that they are,not dressed for receiving - and each desperately pulls covers of bed up about chin. Memory of what happened is returning to Marjorie, and suspicion is dawning that it was Gordon who sprang at her out of the darkness - anger takes place of bewildered amazement and she seathingly denounces him. "So it was **You** who chloroformed me!" and Gordon indignantly denies - declares that he was blackjacked and remembers nothing more - Marjorie listens dubiously.

While in the corridor, at the door of the apartment, Violet frantically wrings her hands, looks anxiously toward the elevator - and decides that she will make

one more effort to make Marjorie hear - presses door bell -

Marjorie and Gordon hear bell and both start violently - "The door bell -" frames Marjorie - "who can it be?" Gordon gets out of bed, starts toward door, puts hid hand to his head and sways dizzily - Marjorie forgets all about how she is dressed and also jumps out of bed - overtakes Gordon in living room, tells him that he must not got to the door - but must let her go - "It would ruin my reputation if it's anyone who know I'm here!" Gordon stands aside - is about to let hergo to the door when he has awful thought - "But suppose it is someone who knows that I am here?" Marjorie stops and they stare at each other, aghast. "Perhaps" - suggest Marjorie weakly, "we had better not open the door at all!" Gordon nods silently - protestingly places his arm about the now shivering Marjorie -

In the corridor, the weeping, excited Violet suddenly stops ringing the door bell and runs to look and call down the elevator shaft -

In the lower corridor of the apartment house, Sid, two policemen, the janitor and the elevator boy are hastening to elevator - the policemen questions Sid and both he and the janitor declare they know the young lady to be in the apartment - the janitor recalls the presence of the maid beneath the window of the Elliot apartment and one of the policemen goes to investigate while the others hurry above to corridor where Violet is waiting.

In the living room of the Elliot apartment Marjorie, thinking that whoever was rining the bell has gone away, suddenly seems to realize that Gordon's arm is about her and jerks away from him - says cuttingly - "Pray save your embraces for Miss Dasher!" "What?" says Gordon puzzled, "For whom?" Marjorie grimly folds her arms, looks at Gordon coldly, accusingly in the eye - "For Miss Dolly Dasher of the Follies". Gordon mystified, indicates he does not know what Marjorie is talking about, and she, angry and disgusted, turns her back upon him - and her eye lights upon the open, empty wall safe - "LOOK!" She gasps again clutching Gordon's arm - and points to safe. Gordon hurries to investigate, they both start violently and Marjorie clings to Gordon for -

In the corridor outside Sidand the others begin terrific onslaughter to break in the door of the apartment.

Marjorie and Gordon look into each other's eyes - she breathes tensely - "It must be the police! Oh Gordon if we are discovered here together - " Gordon horrified, realizes what this would mean, quickly resolves to escape - and after word of explanation to Marjorie, rushes into room where his things are, slips on his trouser crams other things into his suitcase, and with shoes in hand rushes out - Marjorie points way to window on fire escape.

Meanwhile Sid and others are bombarding the door -

While Red and Curly in the Stone apartment, are about to climb out of window when they discover the policeman coming up fire escape - quick as a flash they close and lock the window and run through the long hall of the apartment - Red bumps against a chair - the noise awakens both Stone and Ella and Stone, grabbing a revolver from chair beside his bed, slips out into hall, switches on lights, surprises Red and Curly - covers them with revolver - while Ella, in dressing gown, also appears and at Stone's command runs to telephone for help, but as the boy is not at switchboard, she gets no answer -

In the Elliot apartment, beside the window that opens upon the fire escape, Gordon grabs Marjorie in his arms and kisses her, then steps out upon the fire escape and starts down the ladder - does not see the policeman coming up -

Marjorie flies back into the living room, and pretending that she has just recovered consciousness, opens the door to Sid, Violet and others - almost falls into Violet's arms as she tells story of how she was chloroformed and the apartment robbed - points to the empty wall safe -

Gordon steps down and almost into the arms of the policeman, who covers him with revolver and makes him climb back to the fire escape balcony - then into the open window - thinks of course that he has captured the burgler -

Marjorie is being comforted and made much of when the policeman brings in his prisoner - then tableau! Marjorie horrified, the picture of guilt - Violet astounded, incredulous, frames "GORDON!" Sid recognizes Gordonand looking from him to Marjorie

plainly puts the worst possible construction upon the situation - sneers - "So this was your little game, eh? No wonder you would not let me in!" Gordon forgets that policeman has him cofered, and springs upon Sid - succeeds in giving him smashing blow before the policeman separates them - Sid orders policeman to arrest Gordon.

Meanwhile in the Stone apartment, Ella, getting no answer at the telephone, runs to corridor and calls for help.

The door of the Elliot apartment is open, all hear Ella's call and there is a rush for the corridor - Marjorie and Violet bringing up rear - as Marjorie looks at Ella her lips tighten and eyes harden.

Red and Curly resolve to make run for it and dash for door - Stone fires - Red falls Curly reaches corridor to be caught by the policeman - Stone drags Red out - discovers Gordon and others - says to Gordon: "Robbed, eh Bruce? Well, I guess I've got your burglers all right!"

The policeman takes charge of Red and Curly, relieves them of their silver, etc.

Stone puts his arm about Ella and leads her over to Marjorie, Violet and Gordon - Sid, ill at east, longs to get away, but others cut off avenue of escape - Stone places his hand upon Gordon's shoulder, says: "I'm glad of this opportunity for my little girl to meet your friends, Bruce; she has been pretty lonesome here in New York -" Gordon introduces Stone and Ella to Marjorie and Violet - Marjorie astonished - darts glance at Sid, who, the picture of guilty embarrassment, is trying to edge past them toward steps - Marjorie's eyes are icy as she smiles sweetly and steps back - nods toward Sid - "I believe you have met Mr. Elliot, Miss Stone?". Ella gives Sid a cool glance - "Oh yes! We knew him quite well in Nevada!" Sid bows and beats a hasty retreat - does not meet Marjorie's eyes - she calls him, and as he stops reluctantly she follows him - takes his ring from her finger and hands it to him, and without a word Sid drops the ring in his pocket. Marjorie turns toward Gordon, and tucking her hand in his arm, smiles up at him, then looks about at others - "Now if you'll all come

in we'll explain just how it happened - "

And as the patrol wagon stops in front of the apartment house and the policemen bundle Red and Curly in -

Sid flings out into the night alone -

And Marjorie and Gordon, hand in hand, in the Elliot apartment, start to tell Violet, Stone and Ella the story.

THE END.

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

August 25, 1919.

Dear Mr. Griffith:-

I have your telegram. Please do not for a moment infer from my telegram that I was not willing to confer with Mr. Burkan and the other attorneys here, because I am always glad to discuss with them any matters that concern the interests of yourself and the other members of the United Artists Corporation. The whole point was, as I hope I made clear, that in the discussion we have had with some of the Goldwyn representatives, it would have been unfortunate if your personal attorneys had taken up the subject direct with them here. I shall get in touch with your attorney anyway in a few days, going over the ground fully.

I am hoping to run out to California soon as I should like to discuss the situation and other matters with you and the other artists. I believe that we can strengthen our position very materially by doing some things that ought to be done, provided, the right opportunity presents itself but I am not willing to waste my own time and yours by discussing vague and visionary schemes. If anything tangible develops which I think we ought to consider, I shall, of course, get in touch with you promptly.

I think it would always be well in any matters of this sort, affecting the United Artists Corporation, if you would communicate direct with me so that I may keep in touch with your attorneys here and thus avoid any possibility of working at cross purposes.

I am going to reply to other features in your telegram in my next letter.

With warm regards, I am

Cordially yours,

W. G. McAdoo

D.W.Griffith, Esq.,
Hollywood,
California.

WGM-V.

P.S. Mr. McAdoo had to catch a train and asked me to sign this letter for him.

Francis H. McAdoo

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Twenty-Fifth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I am enclosing check for $1845.57 for the C series, week ending August 2nd.

Yours very truly,

JCE:EMD.

Ac. Rec. Voucher 1457

Report NO. 94 AUG-30-19

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August Twenty-Fifth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

Please refer to the Famous Players statement "Great Love" week ending August 2nd. You will note that they have charged you thereon with an item of $750.80. The analysis of this charge you will find on the bottom of the same statement. It consists of the following:

Duty	$808.95
1 Print	392.34 Never received this
	$1201.29

of which our share is $750.80. The charge for duty is O. K. but the charge for the print I have never been able to pass as you have never sent me a duplicate bill for any print that would correspond with such an amount, nor is there any record on your cash receipts or that the Los Angeles company have ever paid you such an amount for a London print. I, therefore, went to the Famous Players and asked them to give credit for this charge as it was erroneous, to which they replied that it was their instructions from the Coast and I would have to refer to the Coast for details.

Please look up and see whether you have a bill for a London print amounting to $392.34, and if they ever paid you for this. As stated before, I have no duplicate bill from you, nor am I able to see the receiot of this on your cash receipt statement. Please look this up as soon as possible as I want to get credit for this amount if it is wrong.

I sent you some time ago a statement showing the number of credits due us on account of overcharge on foreign prints. When

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

this credit comes through you will find that the amounts are a little different from the ones I sent you. This is due to the fact that I figured all the foreign prints at 60%, whereas the contract calls for splitting of the prints for the British Isles only at 62 1/2%. All the rest of the foreign prints are 60%.

Yours very truly,

JCE:EMD.

ELMER E. SMATHERS

-to-

D. W. G. CORPORATION

- - - - - - - - - - - - - - - - -

C O N T R A C T

- - - - - - - - - - - - - - - - -

Dated, August 1919.

Dws

A G R E E M E N T, made and dated August 25th 1919, between ELMER E. SMATHERS, of Rye, in the County of Westchester, and State of New York, hereinafter described as the seller, and D. W. G. CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey or cause to be conveyed and the purchaser agrees to purchase all that plot or parcel of land with the buildings and improvements thereon at Orienta Point, Mamaroneck, in the County of Westchester and State of New York, formerly the property of the late Henry M. Flagler, together with all land under water, riparian, wharfage and other rights and property, real and personal, described in a certain contract between William R. Kenan, Jr., and Elmer E. Smathers, dated August 16th 1919.

SUBJECT to all the terms, conditions, provisions and agreements of said contract between said Kenan and Smathers, except as to purchase price.

It is understood and agreed by and between the parties hereto that the seller is not the owner of said premises but is under contract for the purchase thereof and in case of his inability to convey the same to the purchaser on or before the tenth day of October, 1919, for any reason, then and in that event the seller shall repay to the purchaser the amount of $26,750. paid upon the execution and delivery hereof and thereupon this contract shall be and become null and void and neither party shall have any claim or demand against the other by reason of the execution and delivery hereof.

The price is THREE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($317,500.) payable as follows:

TWENTY SIX THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($26,750) on the signing of this contract, the receipt of which is hereby acknowledged.

TWENTY THREE THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($23,250) in cash on the delivery of the deed as hereinafter provided.

TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($217,500) by the purchaser executing and delivering to the seller at closing of title hereunder its bond in that amount to be secured by a mortgage in the same amount which shall be a first lien on the premises hereinabove described, the principal of which shall become due in instalments as follows: TWENTY FIVE THOUSAND DOLLARS 6 months after closing title hereunder.

Twenty five THOUSAND DOLLARS one year after date of closing title hereunder.

FIFTY THOUSAND DOLLARS two years after date of closing title hereunder.

FIFTY THOUSAND DOLLARS three years after date of closing title hereunder.

FIFTY THOUSAND DOLLARS four years after date of closing title hereunder.

SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS five years after date of closing title hereunder;

and shall bear interest at the rate of six per centum per annum, payable semi-annually. Said bond and mortgage shall contain a privilege to any owner of the premises covered thereby of paying off any larger amount of principal at any time during its term on thirty days' previous written notice to the holder.

FIFTY THOUSAND DOLLARS by the purchaser executing and delivering to the seller or his nominee at closing of title hereunder its bond in that amount to be

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

secured by a mortgage in the same amount which shall be a second lien on the premises hereinabove described, the principal of which shall become due five years after date of closing title hereunder and shall bear interest at six per centum per annum, payable semi-annually. Said purchase money bonds and mortgages shall be drawn by the attorney for the seller on the usual forms of Lawyers Title and Trust Company at the expense of the purchaser who shall also pay the cost of mortgage recording taxes, recording mortgages, and revenue stamps on bonds.

THE DEED shall be delivered upon the receipt of said payments at the office of LAWYERS TITLE and TRUST COMPANY, 160 Broadway, New York City, at 10 A.M. on September 18, 1919.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

WITNESS the signatures and seals of the above parties.

In Presence of

E. E. Matthews (L.S.)

D.W.G. CORPORATION (L.S.)

By Albert D. Baughman
President.

New Studio

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION
PHILADELPHIA, PA.

August 26, 1919.

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

I have been interested to hear of your final selection of a site on the north side of the Sound and I would like to follow your suggestion of making an inspection of the ground preliminary to carrying on the engineering work along the lines which you proposed.

With regard to salvaged materials available there is a large amount of truss material on hand, but sections available are generally designed to carry shop cranes and are heavier than I would incorporate in the designs for your service.

With regard to electrical equipment there is available at a substantial rebate below market prices a large variety of cables, generators, and appliances which can now be acquired. The head of that department happening to be a personal associate. He is also anxious to clear off as much as possible of this surplus stock.

As to the motor boat if you will tell me the length, type and general purpose of what you have in mind, I will get you price. These run, I believe, from 20 to 60 ft. of more and can also be had at a considerable write-off of their current value.

Very truly yours,

R. W. Crengbaur

RWC/K

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

August 26, 1919.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Sir:

In accordance with instructions received from Mr. Schwalbe, I enclose herewith check payable to your order for $15,000 as part payment on the second production you are making for this circuit.

Yours very truly,
FIRST NATIONAL EXHIBITORS' CIRCUIT, Inc.
Auditing Department
By G P Grant

GRG:DK

Enc.

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT 9846 9847

418 LONGACRE BLD'G.

NEW YORK

San Francisco, August 27
1919

Mr. E.C.Bidwell
c/o D.W.Girffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Two Hundred and Fifty Dollars ($250) covering your share, or 5% of a 5% disbursement on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Sincerely,

YANKEE DOODLE FILM CO.

By F Rubenstein

HB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

August 27th 1919.

Copy
orig on file
Studio file

Mr. E. E. Smathers,
304 West 75th Street,
New York City.

Dear Mr. Smathers:

Referring to contract of sale of property known as the estate of Henry M. Flagler at Orienta Point, Mamaroneck to the D.W.G. Corporation, acknowledging receipt of your letter of the 22nd of August, in which you state that there is no reason why lumber and other building material and the institution of preliminary work for the construction of buildings should not go on, but with the distinct understanding that in the event title is not passed no liability attaches to said E. E. Smathers and the building materials should be removed at the expense of the D.W.G. Corporation and the property restored to the condition it was at the time of the signing of the contract.

We find this to be satisfactory and we accept the conditions of the above paragraph.

Very truly yours,

D.W.G. CORPORATION.

By

R/GD

McDonough Manfg. Co.
Eau Claire, Wis.

Kelley-Elec. Machine Co.
Buffalo, N. Y.

Alexander Dodds Co.
Grand Rapids, Mich.

Irvington Mach. Works
Portland, Ore.

Mach. Co. of America
Big Rapids, Mich.

Wilmarth & Mormon Co.
Grand Rapids, Mich.

Newman Mach. Co.
Greensboro, N. C.

Stetson Machine Works
Seattle, Wash.

Oliver Machinery Co.
Grand Rapids, Mich.

Baxter D. Whitney & Son, Inc.
Winchendon, Mass.

Coe Manufacturing Co.
Painesville, Ohio

FRANK E. JONES

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Gardner, Mass.

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Rushville, Ind.

LOS ANGELES, CAL., Aug. 27, 1919

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Calif.

Mr. E. C. Bidwell, Mgr.

Gentlemen:

Pursuant to our recent telephone conversation with you we have ordered to be delivered to your studio at New Rochelle, N. Y.

6 - General Electric P-10 Electric Switches.

These switches are for the motors for machines now being shipped by us to your New York studio. The price is $24.55 per switch f.o.b. New Rochelle, making a tatal of $147.30.

Yours very truly,

R

FRANK E. JONES

By A. M. Reid

ALL QUOTATIONS ARE MADE FOR PROMPT ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE.
STATEMENTS OF DELIVERY SUBJECT TO PRIOR SALE AND DELAYS OCCASIONED BY STRIKES, FIRES OR OTHER CAUSES BEYOND OUR CONTROL.

C O P Y

August 27th, 1919.

Mr. Roy Stephenson,
Business Representative, Local #33,
I.A.T.S.E. and M.P.M.O.
Los Angeles, Calif.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Mr. Stephenson:-

Replying to your communication of August 25th, containing copy of proposed agreement, same was duly considered at a meeting of the Motion Picture Producers' Association, held on August 26th, the following studios being represented:

American	Ford	Haworth	Morosco
Brunton	Fox	Ince	Rolin
Brentwood	Goldwyn	Lasky	Sennett
Christie	Hampton	L-Ko	Universal
Fairbanks	Hart	Metro	Vitagraph

I am instructed to say that it was unanimously concluded that it was impossible to enter into the agreement submitted in its present form. Among other reasons compelling this conclusion should be mentioned:

1. We have a signed agreement with our employees to which your organization has given its approval and by which you have agreed to be bound and which does not expire until Sept. 14th, 1919; said agreement containing the following clause:

"that the wage scale agreed upon become effective as of Sept. 14th, 1918, and remain in force for one year".

2. We have been offered a similar agreement by the L. A. Building Trades Council which in some particulars conflicts with yours and which would make your agreement impossible of fulfillment.

There are other reasons which should be gone into later.

We regret this conclusion and suggest that an immediate conference be arranged between all of the interested parties, in order that the situation may be cleared and an agreement reached which will be mutually satisfactory.

For your information, will state that the wage scale, as suggested, is in the main satisfactory.

Yours very truly,

MOTION PICTURE PRODUCERS' ASSOCIATION

By

WJR:SL

Secretary.

Mr Banshaf

United Artists

MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION

A Special Meeting of the Board of Directors of United Artists Corporation was held in the office of the President of the Corporation at 729 Seventh Avenue, in the city of New York, N. Y. at 4:00 o'clock p. m. August 28, 1919.

PRESENT: Messrs. Albert H. T. Banshaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

IN ATTENDANCE: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman. Mr. G. B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the special meeting held August 15, 1919 were approved.

Mr. Price presented a proposition from Mr. Banshaf providing for the corporation to market and distribute the photoplay known as BROKEN BLOSSOMS on the following basis;

(a) A special contract drawn along the lines of the present contract with the four artists, is to be entered into between the corporation and Mr. David W. Griffith.

(b) Mr. Griffith requires $250,000 to finance the matter, and will furnish a promissory note payable on demand for that amount- which note it is proposed to have endorsed by the United Artists Corporation, discounted and deposited by them, in the Central Union Trust Company of New York - after which the $250,000 is to be paid to Mr. Griffith.

80% of the cash rental deposits, from leases for the photoplay, as received, are to be set aside in a separate account and

payments made by the United Artists Corporation to the Central Union Trust Company of New York until the amount of the note - $250,000 is fully paid.

The Directors discussed the matter thoroughly and were advised by the President that Mr. Hiram Abrams, Genegal Manager, had carefully investigated the possibilities for the marketing and distribution of the photoplay known as "BROKEN BLOSSOMS", and that Mr. Abrams felt sure that such contract as the one outlined above could be entered into by the corporation with an assurance of making a satisfactory profit.

On motion of Mr. Burkan, seconded by Mr. O'Brien (Mr. Banzhaf not voting) the following resolution was adopted:

RESOLVED, that the proper officers of this corporation be, and they hereby are authorized to execute and deliver on behalf of this corporation, under its corporate seal, a contract between David W. Griffith and the United Artists Corporation for the marketing and distribution of the photoplay known as "BROKEN BLOSSOMS", with the understanding that such contract is to embody all the features of the contracts which the corporation entered into with Charles Chaplin, Douglas Fairbanks, David W. Griffith and Gladys Mary Moore (professionally known as Mary Pickford) and dated the 5th day of February, 1919.

RESOLVED FURTHER, that the President and the Treasurer be and they hereby are authorized to endorse in behalf of this corporation a promissory note payable on demand, signed by David W. Griffith.

RESOLVED FURTHER, that the President and the Treasurer be, and they hereby are authorized to deposit said note in the Central Union Trust Company of New York to the credit of United Artists Corporation, and after so doing, to pay to David W. Griffith the sum of $250,000.

RESOLVED FURTHER, that as cash rental deposits from leases for "BROKEN BLOSSOMS" are received, 80% of the same shall be set aside in a separate account, and the moneys accumulating in this account shall from time to time be paid to the Central Union Trust Company, until the entire sum of $250,000 and interest is fully paid.

RESOLVED FURTHER, that the interest charges accruing on the promissory note signed by Mr. Griffith are to be borne by him.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

August 28th, 1919.

Miss I. Agnes Wiener,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Miss Wiener:-

Mr. Schwalbe of The First National Exhibitors' Circuit has written me this day requesting that I give him the following information:

They would like to know the name, if possible, of the first picture Mr. Griffith is making for them also something about the nature of the story. This, they claim, will aid them in soliciting business. They also request that Mr. Griffith turn over to them the negative of the first story as soon as possible. They will agree not to advertise name of the picture until such time as Mr. Griffith's contract with the Paramount people will permit them. They want this merely to allow them plenty of time to get out their paper, press sheets and advertising in connection with same. Furthermore, they would like to have both negative and at least one sample print in their hands not later than October 5th.

Please take this up with Mr. Griffith and see if he cares to give them this information.

Very truly yours,

Albert L. Grey

ALG/W

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

V. A. Co.

122GS AGF 23 BLUE

HOLLYWOOD CALIF 1120AM AUG 30 1919

A H T BANZHAF 1901

TWO RECTOR ST NEWYORK NY

IF MR MCADOO AND OTHER ATTORNEYS ARE COMING WEST FAIRBANKS THOUGHT YOU SHOULD ALSO BE HERE DO YOU KNOW WHETHER THEY HAVE LEFT

D W GRIFFITH

320P

August 30, 1919.

Miss F. Rubenstein,
Care- Allstar Feature Distributors,
Flood Building, 191 Goldengate Ave.,
San Francisco, Calif.

Dear Miss Rubenstein:

Replying to your letter of August 15th, in regard to your using about 25 feet of battle scenes from "Intolerance", preferably from the battle of Cyrus,- beg to advise that on taking this up with Mr. Griffith he advised that it will be satisfactory to let this film go for the purpose that you mention, namely: for private showing at Masonic service rites.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager.

ECB/BB

August 30, 1919.

Miss F. Rubenstein,
Care- "Yankee-Doodle-In-Berlin" Co.,
Flood Bldg., 191 Goldengate Ave.,
San Francisco, Calif.

Dear Miss Rubenstein:

I am in receipt of your letter of August 27th enclosing a check for $250.00, being 5% of a 5% disbursement on the production "Yankee Doodle In Berlin".

In this connection, I do not believe I have acknowledged receipt of all your checks, although I believe all checks have been received. Will you be so kind as to send me a statement showing the dates and the amounts of the checks that have been mailed to me, in order that I may check them up?

Yours very sincerely,

ECB/BB

August 30, 1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

What is being done with money sent in on the Gish pictures? As all these pictures cost about thirty-five per cent more than we received from Paramount for making them, this money is not profit until the studio is paid for the cost of the picture, and should not be so credited.

We received on last picture $22,500.00 and the average cost of the negative alone has been around $30,000. or $40,000. Don't see how you can figure this without knowing the cost of the picture. This should be straightened out as we need the money here for re-paying the studio account. Also there is a percentage of the profits to be paid to director and star on these pictures which of course does not begin until after the picture is paid for and the studio reimbursed for the extra expense of making the picture.

Very truly yours,

Not sent because money received day this was written

Los Angeles, Calif.,
August 30, 1919

My dear Mr. Wright:--

I have learned that through the ungovernable stupidity of some of the Curran Theatre attaches, no reservations were made for you on the opening night of our little show; and that even the hospitality of the theatre doors was denied you until after a long wait.

In going to theatres, I have suffered myself so often from the offensive action of theatre employes, that I long ago determined to eliminate that destructive attitude from any theatre with which I was concerned. But it seems something beyond control, defeating all repeated advice and rules; and even prospering where, it seemed to me, everything had been done to eradicate it.

You must understand how provoking it is to learn of such a condition, and how keenly I regret you should have been the victim. I hope you realize you are welcome at any time, and as often as your inclinations may suggest, in any theatre over which I have control, for I can think of no greater error than to make admission difficult to the few who are capable of intelligent and helpful criticism of our work.

Most sincerely yours,

Mr. Willard Huntington Wright,
"The Bulletin",
San Francisco, Calif.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

Hearts of World
Foreign

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

August 30th, 1919.

Mr. A.H. T. Banzhaf,
#2 Rector Street,
New YorkmCity, N.Y.

Dear Mr. Banzhaf:

Did you receive a reply from Mr. Griffith about the sale of "HEARTS OF THE WORLD" to Archangel and Murmansk, Russia, for $5000. Royalty.

Though you told me you did not think much of the proposition yourself, I believe you stated that you were putting it up to Mr. Griffith. I have not yet replied to England in response to their inquiry.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

E. E. Shauer

Ass't. Treas.

EES:ES

45576 2-19 1000

JUDGE FRANK J. MURASKY, CHAIRMAN
ALEXANDER GOLDSTEIN
WALTER G. MATHEWSON
A. B. C. DOHRMANN
MRS. KATHERINE PHILIPS EDSON, EXECUTIVE OFFICER

TELEPHONES { 60072, STA. 20
PICO 3621, STA. 20

Filed under "Labor"

INDUSTRIAL WELFARE COMMISSION

OF THE

STATE OF CALIFORNIA

LOS ANGELES OFFICE
UNION LEAGUE BUILDING

August 30th, 1919.

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, California.

Gentlemen:- Attention: E. C. Bidwell, Manager

In reply to your letter of the 27th we are enclosing copy of our Order No. 10 under which your employees (women and minors) in the laboratory and film cutting departments would be governed.

We are also enclosing copy of our Office Order No. 9 which covers all women and minors employed in your offices.

Each industry has a separate order and these are the only ones which we believe would cover your line of work.

Yours very truly,

INDUSTRIAL WELFARE COMMISSION
State of California
R. M. Marshall

Enc. 2
RM

I. W. C. Order No. 10 Amended 1919.
Unskilled and Unclassified Occupations.

INDUSTRIAL WELFARE COMMISSION

STATE OF CALIFORNIA

525 MARKET STREET, SAN FRANCISCO

To Whom it May Concern:

TAKE NOTICE: That pursuant to and by virtue of the authority vested in it by the Statutes of California, 1913, Chapter 324, and amendments thereto, and after public hearing duly had on motion of the Commission at the City Hall in the City and County of San Francisco on Friday, December 6, 1918, notice of said hearing having been duly given in the manner provided by law, and the Industrial Welfare Commission thereafter finding and determining that the least wage adequate to supply to women and minors employed in industry the necessary cost of proper living is $13.50 per week,

THE INDUSTRIAL WELFARE COMMISSION OF THE STATE OF CALIFORNIA DOES hereby order that:

EXPERIENCED WORKERS

1. (*a*) EXPERIENCED ADULT WOMEN. No person, firm or corporation shall employ, or suffer or permit an experienced adult woman to be employed in any unskilled or unclassified occupation at a rate of wages less than $13.50 per week ($58.50 per month) or $0.28 per hour, except as otherwise provided in Section 7 of this Order.

If an employer does not provide a full week's employment during any week, except during the weeks in which the following legal holidays occur, New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day and Christmas, he shall pay to all experienced women not less than the minimum wage of $13.50 or $0.32½ per hour for the number of hours worked.

An adult woman is deemed experienced when she has been employed three weeks in an establishment.

(*b*) EXPERIENCED MINORS. No person, firm or corporation shall employ or suffer or permit any experienced minor to be employed in any unskilled or unclassified occupation at a rate of wages less than $10.00 per week ($43.33 per month) or $0.21 per hour, except as otherwise provided in Section 7 of this Order.

Provided, however, that if a full week's work is not provided, as specified in Section 1 (*a*) of this Order, experienced minor workers shall be paid not less than the minimum wage of $10.00, or $0.25 per hour for the number of hours worked.

A minor is deemed experienced when he or she has been employed three weeks in an establishment.

LEARNERS

2. The wages of learners may be less than the minimum rate prescribed for experienced workers, provided that such learners shall be paid not less than the following scale:

SCHEDULE OF APPRENTICESHIP

Beginning age	First 3 weeks	Thereafter not less than	Length of apprenticeship
Under 18 years	$8.00 per week	$10.00 per week $43.33 per month	3 weeks
18 years and over	$10.00 per week	$13.50 per week $58.50 per month	3 weeks

Provided, however, that if an employer does not provide a full week's employment during any week, except as specified in Section 1 (*a*) of this Order, apprentices shall be paid not less than the minimum wage for the wage group in which they belong, or the following hourly rates for the number of hours worked:

Age	Employed less than 3 weeks
Under 18 years	$0.21 per hour or the minimum of $8.00
18 years of age and over	$0.25 per hour or the minimum of $10.00

PART-TIME WORKERS

3. All adult female and minor part-time workers shall be paid not less than the following scale:

Adult Female Part-time Workers	Minor Part-time Workers
$0.35 per hour	$0.25 per hour

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POST IN A CONS

4. Where payment of wages is made upon a commission, bonus or piece-rate basis, the earnings shall be not less than the minimum time rate for the wage group in which the worker belongs.

5. Every person, firm or corporation employing women or minors in any unskilled or unclassified occupation shall keep a record of the names and addresses, the hours worked and the amounts earned by such women and minors. Such records shall be kept in a form and manner approved by the Industrial Welfare Commission. Male minors shall be marked "M" and female minors "F" on the pay roll.

6. No person, firm or corporation shall employ, or suffer or permit any woman or minor to be employed in any unskilled or unclassified occupation more than eight hours in any one day, or more than forty-eight hours in any one week, or more than six days in any one week.

INFIRM WORKERS

7. A permit may be issued by the Commission to a woman physically disabled by age or otherwise, authorizing the employment of such licensee for a wage less than the legal minimum wage; and the Commission shall fix a special minimum wage for such woman.

8. Every person, firm or corporation employing women or minors in any unskilled or unclassified occupation shall furnish to the Commission, at its request, any and all reports or information which the Commission may require to carry out the purpose of the act creating the Commission; such reports and information to be verified by the oath of the person, member of the firm or the president, secretary or manager of the corporation furnishing the same, if and when so requested by the Commission.

Every person, firm or corporation shall allow any member of the Commission, or any of its duly authorized representatives, free access to the place of business of such person, firm or corporation, for the purpose of making inspection of, or excerpts from, all books, reports, contracts, pay rolls, documents or papers of such person, firm or corporation relating to the employment of women and minors and payment therefor by such person, firm or corporation; or for the purpose of making any investigation authorized by the act creating the Commission.

9. Every person, firm or corporation employing women or minors in any unskilled or unclassified occupation shall post a copy of this Order in a conspicuous place in the general work room and one in the women's dressing room.

10. The Commission shall exercise exclusive jurisdiction over all questions arising as to the administration and interpretation of this Order.

DEFINITIONS

The term "unclassified occupations" shall include all employment not classified under the mercantile, manufacturing, laundry or canning industries, office or professional occupations, fruit and vegetable packing establishments, telephone or telegraph establishments, hotels or restaurants, domestic labor or the skilled trades, or to the harvesting, curing or drying of any variety of fruit or vegetables.

A part-time worker is one who is employed on an hourly basis for less than 8 hours a day.

For the purpose of this Act, a minor is defined to be a person of either sex under the age of eighteen years.

THIS ORDER SHALL BECOME EFFECTIVE SIXTY (60) DAYS FROM THE DATE HEREOF, or August 20, 1919.

Dated at San Francisco, California, this twenty-first day of June, 1919.

Order No. 10 of the Industrial Welfare Commission, dated May 3, 1918, is hereby rescinded as and of the date when this Order becomes effective.

ATTEST: Katherine Philips Edson,
Executive Officer.

INDUSTRIAL WELFARE COMMISSION
STATE OF CALIFORNIA

Frank J. Murasky, Chairman
Katherine Philips Edson
A. B. C. Dohrmann
Alexander Goldstein
Walter G. Mathewson

NOTICE

NOTHING IN THIS ORDER PREVENTS EMPLOYERS FROM PAYING MORE THAN THE RATES FIXED BY THE COMMISSION AS THE MINIMUM OR LOWEST RATES. THIS ORDER APPLIES TO ALL WOMEN AND MINORS IN ANY UNSKILLED AND UNCLASSIFIED OCCUPATION.

The Industrial Welfare Commission expects to review its orders annually.

SOUTHERN CALIFORNIA OFFICE, 226 UNION LEAGUE BUILDING, LOS ANGELES

STATUTES OF CALIFORNIA, 1913, Chapter 324.

"Every employer or other person who, either individually or as an officer, agent or employee of a corporation, or other persons, violates or refuses or neglects to comply with the provisions of this act, or any orders or rulings of this Commission, shall be guilty of a misdemeanor, and upon conviction thereof be punished by a fine of not less than fifty dollars, or by imprisonment for not less than thirty days, or by both such fine and imprisonment."

47494 7-19 3M

SPICUOUS PLACE

I. W. C. Order No. 9 Amended 1919.
General and Professional Offices.

INDUSTRIAL WELFARE COMMISSION

STATE OF CALIFORNIA

525 MARKET STREET, SAN FRANCISCO

To Whom it May Concern:

TAKE NOTICE: That pursuant to and by virtue of the authority vested in it by the Statutes of California, 1913, Chapter 324, and amendments thereto, and after public hearing duly had on motion of the Commission at the City Hall in the City and County of San Francisco on Friday, December 6, 1918, notice of said hearing having been duly given in the manner provided by law, and the Industrial Welfare Commission thereafter finding and determining that the least wage adequate to supply to women and minors employed in industry the necessary cost of proper living is $13.50 per week,

THE INDUSTRIAL WELFARE COMMISSION OF THE STATE OF CALIFORNIA DOES hereby order that:

EXPERIENCED WORKERS

1. No person, firm or corporation shall employ, or suffer or permit an experienced woman or experienced minor to work in any general or professional office at a rate of wages less than $13.50 per week ($58.50 per month) except as otherwise provided in Section 8 of this Order.

LEARNERS

2. The wages of learners may be less than the minimum rate prescribed for experienced workers, provided:
(*a*) That such learners shall be paid not less than the following scale:

SCHEDULE OF APPRENTICESHIP

Beginning Age	Wage First 3 Months	Wage Second 3 Months	Wage Third 3 Months	Thereafter not less than	Length of apprenticeship
Under 18 years	$9.00 a week $39.00 a month	$10.00 a week $43.33 a month	$12.00 a week $52.00 a month	$13.50 a week $58.50 a month	9 months
18 years and over	$10.00 a week $43.33 a month	$12.00 a week $52.00 a month		$13.50 a week $58.50 a month	6 months

(*b*) The total number of female learners in any establishment shall not exceed 33⅓ per cent of the total number of women and female minors employed.

PART-TIME WORKERS

3. (*a*) All adult female part-time workers shall be paid not less than $2.25 per day, or not less than $0.35 per hour if working less than 6 hours in a day.

(*b*) All minor part-time workers, except as provided in Section 3 (*c*), shall be paid not less than $2.00 per day, or not less than $0.25 per hour if working less than 6 hours in a day.

(*c*) Students attending accredited vocational, commercial, continuation or co-operative schools may be employed on part-time work at rates to be fixed by the Commission.

4. All women and minors now employed in general and professional offices shall be rated and paid in accordance with their periods of employment, as specified in Sections 1, 2 and 3.

5. Where payment of wages is made upon a commission, bonus or piece-rate basis, the earnings shall be not less than the minimum time rate for the wage group in which the worker belongs.

6. Every person, firm or corporation employing women or minors in general and professional offices shall keep a record of the names and addresses, the hours worked, and the amounts earned by such women and minors. Such records shall be kept in a form and manner approved by the Industrial Welfare Commission.

7. (*a*) No person, firm or corporation shall employ, or suffer or permit any woman or minor to work in any general or professional office more than eight (8) hours in any one day, or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week.

(*b*) Every woman and minor employed in any general and professional office shall be entitled to one day's rest in seven. Sunday shall be considered the day of rest for all women and minors unless a different arrangement is made by the employer for the sole purpose of providing another day of the week as the day of rest. In all such

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cases a written or printed notice shall be posted in the work room designating the day of rest for all women and minors; *and provided further,* that all work performed on the day of rest shall be paid for at the rate of time and one-quarter of the above specified rate.

(*c*) No person, firm or corporation shall employ, or suffer or permit any woman or minor to be employed before 6 A.M. or after 10 P. M.

INFIRM WORKERS

8. A permit may be issued by the Commission to a woman physically disabled by age or otherwise, authorizing the employment of such licensee for a wage less than the legal minimum wage; and the Commission shall fix a special minimum wage for such woman.

9. Every person, firm or corporation employing women or minors in any general or professional office shall furnish to the Commission, at its request, any and all reports or information which the Commission may require to carry out the purposes of the Act creating the Commission; such reports and information to be verified by the oath of the person, member of the firm, or the president, secretary or manager of the corporation furnishing the same, if and when so requested by the Commission.

Every person, firm or corporation shall allow any member of the Commission, or any of its duly authorized representatives, free access to the place of business of such person, firm or corporation, for the purpose of making inspection of, or excerpts from, all books, reports, contracts, pay rolls, documents or papers of such person, firm or corporation relating to the employment of women and minors and payment therefor by such person, firm or corporation; or for the purpose of making any investigation authorized by the Act creating the Commission.

10. Every person, firm or corporation employing women or minors in general or professional offices shall post a copy of this Order in a conspicuous place in the general work room and one in the women's dressing room.

11. The Commission shall exercise exclusive jurisdiction over all questions arising as to the administration and interpretation of this Order.

12. Offices in mercantile establishments are included under Order No. 5 Amended.

DEFINITIONS

A learner is a woman or minor whom the Industrial Welfare Commission permits to work for a person, firm or corporation for less than the legal minimum wage in consideration of such woman or minors being provided by his or her employer with reasonable facilities for learning office work. Such permission will be withheld by the Commission where there is evidence of attempted evasion of the law by firms which make a practice of dismissing learners when they reach their promotional periods.

A part-time worker is one who is employed on an hourly basis for less than 8 hours a day.

For the purpose of this Act, a minor is defined to be a person of either sex under the age of eighteen years.

THIS ORDER SHALL BECOME EFFECTIVE SIXTY (60) DAYS FROM THE DATE HEREOF, or August 20, 1919.

Dated at San Francisco, California, this twenty-first day of June, 1919.

Order No. 9 of the Industrial Welfare Commission, dated May 3, 1918, is hereby rescinded as and of the date when this Order becomes effective.

ATTEST: KATHERINE PHILIPS EDSON,
Executive Officer.

INDUSTRIAL WELFARE COMMISSION
STATE OF CALIFORNIA

FRANK J. MURASKY, Chairman
KATHERINE PHILIPS EDSON
A. B. C. DOHRMANN
ALEXANDER GOLDSTEIN
WALTER G. MATHEWSON

NOTICE

NOTHING IN THIS ORDER PREVENTS EMPLOYERS FROM PAYING MORE THAN THE RATES FIXED BY THE COMMISSION AS THE MINIMUM OR LOWEST RATES. THIS ORDER APPLIES TO ALL WOMEN AND MINORS IN ANY GENERAL OR PROFESSIONAL OFFICE.

The Industrial Welfare Commission expects to review its orders annually.

SOUTHERN CALIFORNIA OFFICE, 226 UNION LEAGUE BUILDING, LOS ANGELES

STATUTES OF CALIFORNIA, 1913, Chapter 324.

"Every employer or other person who, either individually or as an officer, agent or employee of a corporation, or other persons, violates or refuses or neglects to comply with the provisions of this act, or any orders or rulings of this Commission, shall be guilty of a misdemeanor, and upon conviction thereof, be punished by a fine of not less than fifty dollars, or by imprisonment for not less than thirty days, or by both such fine and imprisonment."

47493 7-19 3M

SPICUOUS PLACE

AGREEMENT made in duplicate (each copy to be considered for all purposes as an original) dated New York City, August 30th, 1919, between UNITED ARTISTS CORPORATION, a corporation organized under the laws of the State of Delaware, and having its principal place of business in the City of New York (hereinafter called the Licensor), and UNITED ARTISTS CORPORATION OF ILLINOIS, a corporation organized under the laws of the State of Illinois, and having its principal place of business in the City of Chicago, Illinois, (hereinafter called Licensee).

Under date of February 5, 1919, Douglas Fairbanks, Charles Chaplin, David W. Griffith and Gladys Mary Moore, (hereinafter called the Artists) each entered into an agreement with the Licensor whereby the Artists granted to the Licensor an exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited and distributed, a series of special feature photoplays in the United States and the Dominion of Canada.

Said agreement further provides that no agreement of franchise or territorial right for the use of any photoplays described therein shall be made or entered into by the Licensor without the written consent of the Artists or their agents first had and obtained. The Licensor desires to convey to the Licensee the exclusive right and privilege to market and turn to account, exhibit, distribute and cause to be exhibited or distributed, photoplays of the above

Artists in the states of Illinois, Indiana, Michigan, Missouri, and in a portion of the states of Iowa, Kentucky, Wisconsin, Kansas and Nebraska, for a period of five years from the date of release of said photoplays for exhibition purposes, and the Licensee desires to acquire from the Licensor said rights and privileges, and the Artists are willing that said rights and privileges be granted by the Licensor to the Licensee.

In consideration of the premises and the mutual promises herein contained, and of the sum of One Dollar ($1) by each party to the other in hand paid, receipt of which is hereby acknowledged by the parties hereto, each of the parties hereto agrees as follows:

(1) The Licensor hereby grants to the Licensee the exclusive right and privilege to market and turn to account, exhibit, distribute or cause to be exhibited or distributed, said photoplays in the following territory: In the states of Illinois, Indiana, Michigan and Missouri, and in the following counties in Wisconsin: Doore, Kewaunee, Brown, Outagamie, Winnebago, Waushara, Adams, Sauk, Richland, Crawford, and all counties east and south thereof, also Oconto and Marinette counties; the following counties in Kentucky: Carrol, Henry, Shelby, Anderson, Mercer, Boyle, Lincoln, Pulaski, McCreary, and all counties west thereof; the following counties in Nebraska: Keyapaha, Brown, Blaine, Custer, Dawson, Frontier, Red Willow and all counties east

thereof; the following counties in Kansas: Norton, Graham, Trego, Ness, Hodgeman, Ford, Clark and all counties east thereof; and the following counties in Iowa: Harrison, Shelby, Audubon, Guthrie, Dallas, Polk, Jasper, Tama, Blackhawk, Bremer, Fayette, Clayton and all counties south and east thereof, for a period of five years from the release date thereof subject to the conditions and stipulations hereinafter set forth:

(2) The Licensor agrees as follows:

(a) To deliver to the Licensee, f.o.b. New York City, a sufficient number of positive copies of said photoplays to satisfy the demand for the same by exhibitors in said territory, said positive copies to be shipped when and as requested by the Licensee. The title to said positive copies shall remain in the Artist, and each positive copy or so many as are them in existence shall be returned by the Licensee to the Artist upon the expiration of the period of the license herein granted at the last address furnished said Licensee by said Artist, or such other place as the Artists may direct in writing to the Licensee at least thirty (30) days prior to the expiration of said five (5) year period. If the Licensee is unable to return any of said positive copies because of loss through their own destruction or because of any act beyond the control of the Licensee or its employes, it shall furnish to the Artist in lieu thereof, reasonably satisfactory proof of such loss or

destruction.

(b) To supply the Licensee at a reasonable price with suitable advertising matter including first class lithographs in one or more colors in such quantity as may be necessary to properly advertise said photoplays.

(c) To indemnify and hold harmless the Licensee on account of and against any claim, demands or suits which may be made or brought by third parties questioning the right and pirvilege of the Licensee or of its exchanges to use said photoplays in the full exercise of the rights herein sold to the Licensee and to join in and conduct the defense of any such claim or litigation.

(3) The Licensee agrees as follows:

(a) To pay the Licensor Ninety per cent. (90%) of all moneys derived by the Licensee under the license herein granted. Such percentage payments shall be made by the Licensee to the Licensor within two (2) weeks from the end of each week for which the consideration has been derived from the use of such photoplays; all payments shall be accompanied by true and accurate statements showing details of each rental including the name of the theatre, the dates when exhibited and the rental or consideration paid for the use of the same.

(b) That in all advertising matter which may be prepared and used by the Licensee in connection with the exploiting of any of said photoplays, the name of the Artist who pro-

duced the same shall receive "chief prominence", (and by "chief prominence" is meant that his or her name shall be in larger letters than, and at least twice the size of, any other part of the subject matter in which his or her name appears), and that the name of no other person shall appear in connection with the advertising and exploiting of each said photoplay unless otherwise directed by the Licensor, except the name of the Licensee and of the theatre in which such photoplay shall be exhibited.

(c) That the Licensee will not make nor permit any exhibitpr to make any changes or interpolations in, modifications of, additions to, or eliminations from any of said photoplays or any part thereof, including the title and subtitles, and that each of said photoplays shall always be exhibited in the same order, arrangement, sequence and manner as set forth in the positive copies when delivered by the Artists or Licensor to the Licensee.

(d) That all contracts for the exhibition of said photoplays shall contain clauses embodying the substance of the last two preceding paragraphs, and the Licensee will at its own expense enforce said provisions of said exhibition contracts.

(e) To supply exhibitors with first class lithographs at a reasonable price in such quantities as may be required by said exhibitors.

(f) That all leases or licenses for the exhibition

of each of said photoplays shall be made separate and apart from leases or licenses for the exhibition of other motion pictures or photoplays and shall be made separately for but one of said photoplays in a single lease or license, and shall in no way be used to influence the license, lease or sale of other motion pictures or photoplays, and that the right, license or privilege to exhibit said photoplays shall not be denied to any person, firm or corporation exhibiting motion pictures or photoplays who is willing to pay a proper rental consideration for such license or privilege, except in such theatres as would be in direct competition with the theatres for which contracts may or have been made to exhibit said photoplays, or in such theatres as do not regularly exhibit so-called first class feature photoplays or do not present first class theatrical entertainment, and subject also to the right of the Licensee to grant reasonable territorial and time privileges in connection with the exhibition of the photoplays in question in favor of the theatre or theatres selected by the Licensee to exhibit the photoplays in the immediate locality in question, as against any other theatre or theatres in the same locality.

(g) To use its best efforts to market said photoplays upon the basis of sharing in the gross receipts derived from the exhibition thereof in theatres where photoplays produced by the Artists have heretofore been exhibited for

periods of a week or more and for as long a period in such theatres as the patronage thereof will reasonably warrant or sustain with proper financial returns to the Licensee.

(h) To provide where reasonably feasible through ownership or contract relation in the states of Illinois, Michigan and Missouri during the existence of the license herein granted, Exchanges, or other method of distribution, of sufficient number to reasonably satisfy the demand for said photoplays in said territory.

(i) That the release date of said photoplays for exhibition purposes in said territory shall be designated by the Licensor, who shall give reasonable notice thereof in writing to the Licensee.

(j) To promptly begin and prosecute all actions necessary to enjoin and prosecute any unlawful use of said photoplays or the infringement of the copyrights thereof within said territory.

(k) To pay all duties or governmental taxes that apply to the importation and circulation of said photoplays or positive copies thereof, and the establishment and maintenance of Exchanges for the distribution thereof in said territory.

(4) This agreement is not assignable by either party hereto without the written consent of the other party.

(5) All other rights in and to the literary compositions of said photoplays and in and to said photoplays themselves, except such rights as are specifically granted to the Licensee hereunder, are reserved and withheld by the Licensor.

(6) This contract shall be construed in accordance with the laws of the State of New York.

In the presence of: UNITED ARTISTS CORPORATION,

_____ By _____
President

UNITED ARTISTS CORPORATION OF ILLINOIS,

_____ By _____
President.

WE, the undersigned, hereby consent to the execution of the above contract between United Artists Corporation, of Delaware, and the United Artists Corporation of Illinois.

D W Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

S T A T E M E N T

SHOWING FINANCIAL STANDING OF PICTURES

AS OF

AUGUST 30th, 1919.

D. W. GRIFFITH STUDIO

STATEMENT SHOWING FINANCIAL
STANDING OF PICTURES AS OF
AUGUST 30TH, 1919.

GRIFFITH SERIES:

"THE GREAT LOVE" D-1		
Advanced Guarantee Payments Received.....$		175,000.00
Payment Received on 2d Guarantee of $25,000.00.....		2,024.58
Total Cash Received- - - -		177,024.58
Amount to come on 2d Guarantee when earned.....		22,975.42
Cost of Picture.....	162,485.38	
Earnings Received Over and Above Cost.....	14,539.20	
"ROMANCE ' HAPPY VALLEY" D-2		
Cash Received.....		113,500.00
" " .....on Guarantee of $61,500.00.....		29,434.37
Total Cash Received- - - -		142,934.37
Amount to come on Guarantee when earned.....		32,065.63
Cost of Picture.....	115,169.61	
Earnings Received Over and Above Cost.....	27,764.76	
"GREATEST THING IN LIFE" D3		
Cash Received.....		175,000.00
Amount to come on 2d Guarantee by March 29, 1920.....		25,000.00
Cost of Pictures.....	116,495.51	
Earnings Received over and above Cost.....	58,504.49	
"BROKEN BLOSSOMS" D-4		
Cash Received.....		96,000.00
Cost of Picture.....	101,770.99	
Cost more than Cash Received.....		5,770.99
"THE GIRL WHO STAYED AT HOME"D5		
Cash Received.....		113,500.00
Amount to come on Guarantee.....		61,500.00
Cost of Picture.....	130,157.04	
Cost More than Cash Received.....		16,657.04
"TRUE HEART SUSIE" D-6		
Cash Received.....		113,500.00
Amount to come on Guarantee.....		61,500.00
Cost of Picture.....	128,960.62	
Cost More Than Cash Received.....		15,460.62
"OUTLAWS OF ANGEL CAMP" D-7		
Cash Received.....		96,000.00
Amount to come on Guarantee.....		61,500.00
Cost of Picture.....	129,298.22	
Cost More than Cash Received.....		33,298.22

S U M M A R Y :

D-1	Earned in Excess of Guarantee.....$		14,539.20
D-2	do		27,764.76
D-3	do		58,504.49
D-4	Cost in Excess of Cash Received.....	5,770.99	
D-5	do	16,657.04	
D-6	do	15,460.62	
D-7	do	33,298.22	
	Earnings in Excess of Cost.....		29,621.58

FIRST NATIONAL SERIES:

N-3 or LAST OF SERIES.

Cash Received -	Advances	$142,500.00
" "	By D. W. Griffith Personally	50,000.00
" "	By D. W. Griffith Studio	92,500.00

N-1 "WILD ORANGES"

Cost of Picture.....$ 76,196.29

Receipts in Excess of Cost.....$ 16,303.71

CLIFTON SERIES:

C-1 "BATTLING JANE"

Cash Received - Advances.....$			22,500.00
Revenues Received.....			15,997.52
Total Cash.....			38,497.52
Cost of Picture.....		22,707.08	
Earnings in Excess of Cost.....		15,790.44	
DISBURSEMENT OF REVENUE EARNED:			
D. W. Griffith.....	$12,948.16		
Dorothy Gish.....	1,579.05		
S. E. V. Taylor.....	789.52		
Elmer Clifton.....	473.71		
Total Disbursements.....	$15,790.44		

C-2 "THE HOPE CHEST"

Cash Received - Advances.....			22,500.00
Revenue Received.....			10,637.41
Total Cash Received.....			33,137.41
Cost of Picture.....		31,658.90	
Earnings in Excess of Cost.....		1,478.51	
DISBURSEMENT OF REVENUE EARNED:			
Elmer Clifton.....$	44.36		
Dorothy Gish.....	147.85		
D. W. Griffith.....	1,286.30		
Total Disbursements.....	$1,478.51		

C-3 "BOOTS"

Cash Received - Advances.....			22,500.00
Revenue Received.....			2,094.06
Total Cash Received.....			24,594.06
Cost of Picture.....		27,255.89	
Cost in Excess of Revenue Earned.....			2,661.83

C-4 "PEPPY POLLY"

Cash Received - Advances.....			22,500.00
Cost of Picture.....		38,571.79	16,071.79
Cost in Excess of Revenue Earned.....			

C-5 "I'LL GET HIM YET"

Cash Received - Advances.....			22,500.00
Cost of Picture.....		30,751.71	
Cost in Excess of Revenue Earned.....			8,251.71

C-6 "NUGGET NELL"

Cash Received - Advances.....			22,500.00
Cost of Picture.....		38,464.48	
Cost in Excess of Revenue Earned.....			15,964.48

C-7 "NOBODY HOME"

Cash Received - Advances.....			22,500.00
Cost of Picture.....		41,317.63	
Cost in Excess of Revenue Earned.....			18,817.63

C-8 "WHO'S WHICH"

Cash Received - Advances.....			26,500.00
Cost of Picture.....		35,837.29	
Cost in Excess of Advances.....			9,337.29

C-9 "TWO FROM THE STICKS"

Cost of Picture.....		2,690.63	
Cost in Excess of Advances.....			2,690.63

S U M M A R Y :

C-1 Earned in Excess of Cost.....			15,790.44
C-2 do			1,478.51
C-3 do		2,661.83	
C-4 do		16,071.79	
C-5 do		8,251.71	
C-6 do		15,964.48	
C-7 do		18,817.63	
C-8 do		9,337.29	
C-9 do		2,690.63	
Cost in Excess of Advances & Earnings			56,526.41

1. THE MOTHER AND THE LAW

Copyright 1919 by D.W. Griffith

2. Being the Modern story from

"INTOLERANCE"

With changes and Additions.

CAST OF CHARACTERS.

3. The Little Dear One.....Mis Mae Marsh
The Boy.....Mr. Robert Harran
The Friendless One.....Miss Miriam Cooper
Mary T. Jenkins.....Miss Vera Lewis
Arthur Jenkins.....Sam De Grasse
The Dear One's Father.....Fred Turner
The Musketeer.....Walter Long
The City Mother.....Kate Bruce
The Judge.....Lloyd Ingraham
The Governor.....Ralph Lewis
The Kindly Heart.....Tom Wilson
The Priest.....J.C. McClure
The Self-styled Uplifters:
Misses Mary Alden, Eleanor Washington,
Lucille Brown, Pearle Elmore and Mrs. Arthur Mackley.

4. This story does not refer to established charities, courts and reforms -- the work of sympathetic humanity to help the unfortunate ---

5. But rather to those who use charity as a cloak for self glorification: or, as in several cases certified by governmental investigation, for the autocratic purpose of using their power, secured through various foundations, to make laws to suit their own will.

6. Perhaps our little play may help us to remember that the word "Verboten" -- "Forbidden" -- was the destruction of the German Empire. Russians before the great crash, were the most lawed against people in the world-- excepting Americans.

7. Not by drastic laws do we help, but by appeals to reason and conscience.

8. A Kaiser in the land of narrow-mindedness, who would autocratically force the people to think as he does, or else suffer damnation;

9. "My way of thinking, eating and drinking is the only way."

Note: It is this thought that is responsible for the enormous number of dead on Europe's battlefields -- brothers of the war tyred of all ages.

10. In a certain city, we find ambitious ladies banded together for the supposed "uplift" of humanity.

11. Even reform movements must be financed. "If we can only interest Miss Jenkins -- with her money ---"

12. A little affair is being given by Mary T. Jenkins, unmarried sister of the autocratic industrial overlord.

13. Seeing youth drawn to youth, Miss Jenkins realizes the bitter fact that she is no longer a part of the younger world.

14. The Girl of our story keeps house for her father, who works in a Jenkins mill. With a wage of $2.75 per day, a little garden, four hens, ditto geese, and a fair measure of happiness and contentment.

15. The little Dear One.

16. The Boy, unacquainted with the Little Dear One, is employed with his father in the same mill.

17. Age intolerant of youth and laughter ..... "The vestal virgins of uplift succeed in reaching Miss Jenkins in their search for funds.

18. "We must have laws to make people good --"

19. "There is dancing in cafes..."

20. A diversion of the mill workers.

21. "To everything there is a season --
A time to mourn and a time to dance.
He hath made everything beautiful in his time..."

Ecclestiastes 3.

22. The little Dear One having the time of her life.

23. "Want my straw?"

24. Miss Jenkins receives a check from her brother for the purposed uplift of humanity.

25. Jenkins studies his employees' habits.

26. "Ten o'clock! They should be in bed so they can work tomorrow."

27. Dividends of the Jenkins Mills failing to meet the increasing demands of Miss Jenkins' charities, she complains to her brother --which helps decide him to action.

28. "Order a ten per cent cut in all wages."

29. A great strike follows.

30. "They squeeze the money out of us and use it to advertise themselves by reforming us."

31. Hungary Ones that wait to take their places.

32. The militia having used blank cartridges, the workmen now fear only the company's guards.

33. "Clear the property."

34. The loom of fate weaves death for the boy's father

35. The expdus, after a time of waiting. Forced to seek employment elsewhere, many victimes of the Jenkins' aspirations go the the great city nearby -- the Boy among them.

36. A friendless one -- alone -- as the result of the strike.

37. His first sweet-heart.

38. So too, the Dear One and her father.

39. Fate leads them all to the same district.

40. The Boy, caught in the meshes of an envirnment too strong to escape.

41. The Boy unable to find work -- at last --

42. Adversity causes the Friendless One to listen to a Musketeer of the Slums.

43. The Dear One in her new environment forced upon her by the Jenkins strike. The same old love and dreams.

44. The Hopeful geranium.

45. "I'll walk like her and maybe everybody will like me too."

46. In the same neighborhood, the friendless one again.

47. Across the hall, the Musketeer of the Slums.

48. The Boy, now a barbarian of the streets, a member of the Musketeer's gang.

49. Imitating the walk of the girl of the street.

50. The Boy's news stand, a blind for his real operations. Their first meeting.

51. The new walk seems to bring results.

52. "Say kid, you're going to be my chicken."

53. "Pray to be forgiven!"

53.A "I'm a naughty girl."

54. She persists in the new walk to win admiration.

55. Returning.

56. "This is my chicken -- you want to keep away."

57. The lady fair watches the knights battling for her lily white hand.

58. Her fierce virginity well able to take care of itself.

END OF REEL TWO.

59. Inability to meet new conditions brings untimely death to the Dear One's father.

60. The enormous sums supplied by Jenkins to be distributed as they see fit in "Charity" now make the Uplifters the most influential power in the community.

61. The Committee of Seventeen report they have cleaned up the city.

62. "It is peaceful in the ---"

63. "No more dancing in ----"

64. In contrast --
Real charities, founded on love.

65. The opening arms of forgiveness and love.

66. A refuge for unfortunate women.

67. "My life is ruined -- there is no hope for me!"

68. The woman taken in adultery.

70. "Now Moses in the law commanded us that such should be stoned, but what sayest thou?"

71. "He that is without sin among you, let him first cast a stone at her!"

72. "Neither do I comdemn thee -- Go thou and sin no more.

73. "Don't cry -- we will protect you."

74. In the good old summer time.
for the Little Dear One, passing days and youth have healed the wound.

75. The end of a "Coney Island" day.

76. "Nothing doing on the good-night stuff. I always go inside to see my girls.

77. Despite former failure, the Boy still persistent.

78. "Help me to be a strong-jawed jane!"

79. "I told you before--I promised Our Lady and I promised father that no man would ever come in this room."

80. "Just for that, I'll never see you again."

81 "I was thinking -- suppose we get married. Then I can come in."

82. "That's me. Kiss me good-night and we'll call it settled."

83. A lumber yard -- not a showy place for a honeymoon -- but, after all --

84. Why, the swellest girl on the street walks like that!"

85. "Why, this is my natural walk!"

86. "Now, that's a <u>real</u> walk."

87. The Boy, strongly braced in the Dear One's sweet human faith, sets his steps with hers on the straight road.

88. The Boy tells the Boss he won't need the "cannon" any more; he is through with the old life.

END REEL THREE

REEL 4

89. As an example to others of the band, the Musketeer, with the help of men higher up, arranges the old familiar frame-up.

90. The sometimes house of Intolerance.

91. Stolen goods, planted on the Boy, and his bad reputation, intolerate him away for a term.

91.A Our people, forced by these bitter mistakes into an environment where they flounder helplessly in the nets of Fate.

92. The broken love nest -- The Dear One -- alone.

93. While at the Jenkins home the Uplifters celebrate their success in righting the world that was all wrong.

94. She whispers a sacred secret.

95. The little wife, now a mother, plans for the day of daddy's return.

96. The Uplifters, claiming the regular children's societies are inefficient, now turn to "negligent" mothers.

97. A cold send our little mother to an old-fashioned remedy, condemned publicly, yet used privately by many physicians and hospitals.

98. The Uplifters investigate ---
"Child -- evil surroundings -- criminal father."

99. "Whiskey!"

100. "We are afraid you are no fit mother ----"

101. Reporting the case.

102. Despite the objections of some of the members, they decide to seize the baby.

104. "Did you see that? A man visitor!"

105. "We have a warrant to take your baby."

106. Before the Court.

107. The Girl's wild outbreak conveys the wrong impression to the Judge, causing him to believe the charge against her of unfitness and she loses custody of the child.

END REEL FOUR

REEL FIVE

108. Hoping for a sight of her baby.
"Perhaps they are right and baby
is happy after all."

109. Of course, hired mothers are never negligent.

110. And we forgot the bitter lot
That waits for fool and knave,
Tillonce, as we tramped in from work,
We passed an open grave.

111. A new dissipation -- watching the happiness of others.

112. The Musketeer, inflamed by a new face, wins the unsuspecting little mother's confidence with a promise to recover her baby

113. Jealousy.

114. "Oh, I was just out with the boys."

115. The Boy's return to the Dear One.

116. His desperate need of money takes him back to old associates.

117. The Musketeer of the Slums seizes an opportune time to visit the little wife.

118. "You go in and get the address where the kid is."

119. "You know me -- I can get your baby for you."

120. "Just saw the boss go up to see your wife."

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119. "You know me -- I can get your baby for you."

120. "Just saw the boss go up to see your wife."

121. "I didn't use it!"

END REEL FIVE

REEL SIX

122. Nearing the end of the Boy's trial for murder.

123. Love's brave encouragement.

124. "Yes, it was once my gun -- but I -- I didn't do it."

125. The maiden case of the Boy's attorney.

126. "I mean -- can we hang -- I mean, it's only circumstantial evidence."

127. The verdict -- guilty.
Universal justice, an eye for an eye, a tooth for a tooth, a murder for a murder.

128. The Boy's sentence.

129. "Please -- Mister Judge ---"

130. "To be hanged by the neck until dead, dead, dead!"

131. The Kindly Officer on the beat learns of the sentence.

132. The people everywhere are singing your praises.

133. "Owing to your lack of care of the baby before we took it, it has died.

134. The irresistable impulse.

135. The day before the Boy's execution.

136. The clue.

137. Feeling the Boy was wrongly convicted by some mischance of fate, the Kindly Heart sees a ray of hope in the visit of the Governor to the City.

138. The chaplain came and gave a little tract.

139. The doctor said that death was but a scientific fact.

140. "And wondered if each one of us
Would end the self same way,
For none can tell to what red Hell,
His sightless sould may stry."

141. The death watch.
The hours dragging slowly to the bitter end.

142. The Boy's last dawn. The hangman's test.

143. The Governor unable to give any hope.

END REEL SIX

REEL SEVEN

144. Desperate the little wife herself goes to the Governor.

145. "Oh, God, don't let them do it!"

146. The Dear One's appeal to the Governor fruitless.

147. The Governor leaves.

148. "I killed him. I did it! I did it!"

149. The attempt to overtake the Governor before he reaches the train.

150. The last sacrament.

151. No. 8, after the train, leaps with a new impulse.

152. A new appeal

153. "They won't hang him, Father?"

154. Two years later.

155. The little hub of the new universe.

156. "Show'um toothums!"

THE END.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Ex 8/ /19 nd Mark

ELIMINATIONS FOR "MOTHER AND THE LAW" insisted upon by The Federal Board.

- - - - - - - - - - -

Close-up of statuary in Musketeer's room.

Close-up kissing scene between the Musketeer and the Friendless one.

All titles in the Judean period suggesting sub-title to introduce this period in reference to some 2,000 years ago. Also sub-titles "Refuge for Unfortunate Women" --- "Seeking the comfort of the Sheltering Arm "instead, or something similar.

Sub-titles "Help me to be a strong-jawed Jane", and Sub-title with reference to Fierce Virginity to be omitted.

Scene of muskateer blocking door on entering room of Dear one; also close-up views of embrace, showing short struggle only.

It is also suggested that Friendless-one be described as Wife of Muskateer.

Scenes of Bob Harron with death cap on and strapping at Gallows, also scene of boy trying to break into girl's room before marriage.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

September 1st 1919.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, Dr.

- -

To Professional services for month of August - - $150.00

Received Payment
SEP 9 1919
Albert H. T. Banzhaf

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

September 1st 1919.

D.W.GRIFFITH STUDIO

to

ALBERT H.T. BANZHAF, Dr.

- -

1919.

May 2nd.	Studio site Expense - - - - - - - -	$13.00
" 15th	" " " to Long Island. -	4.00
" 18th	" " " " " " -	1.00
" 25th	" " " " " " -	1.00
Aug.11th	" " " " to property -	5.14
" 14th	" " " " " " -	3.00
Telegrams for month of July - - - - - - - - - -		15.93
	~~Total~~	$ 43.07
Telegrams for " " August - - - - - - - - - -		15.98
	Total	$ 59.05

Received Payment
SEP 9 1919
Albert H T Banzhaf

Church of the Holy Name of Mary

Marist Fathers

New Orleans, La., Sept. 1,1919.

Mr D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Griffith:-

May I thank you really for your kindness in sending me those autographed photographs? They will be of great help to me in my efforts here and I wish to assure you of my appreciation.

Sincerely yours,

J. A. Petit S. M.

Sept. 2, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I have your two letters of August 25th and beg to reply as follows:

In regard to the two invoices which were handed to you by the New York office of the Famous Players, this apparently has been a slip in the Lasky office out here. The department instead of handing the invoices back to the disbursing department enclosed them in an envelope and mailed them to New York. However, I handed them in to Mr. Fender, the Comptroller, today and he assured me that they would go through the proper channels this time.

Regarding the charge on the Famous Players' statement concerning the "Great Love" on August 2d, I just had a conference with the Lasky office here regarding the one print at $392.34. We have searched our records and Mr. Fender of the Lasky Company has searched his, but neither of us were able to locate this item. Mr. Fender suggested that I communicate with the Famous Players in New York and request that they advise him what instructions they refer to, which will enable him to locate the charge, if it is correct.

I am enclosing herewith a copy of a letter I am today writing to the Famous Players in New York on this subject.

Thank you very much for the revenue checks that you forwarded.

Yours very truly,

ECB/BB

Sept. 2, 1919.

Famous Players-Lasky Corp.,
485 Fifth Ave.,
New York, NY.

Gentlemen:

Referring to your weekly summary of film rentals, #147, covering the week ending August 2d, I notice that you have Mr. Griffith charged with $750.80. The explanatory footnote indicates that a part of this charge covers one print of "The Great Love", amounting to $392.34.

Our Mr. Epping, of the Longacre Building, has written us regarding this and he states that on taking it up with you, he was advised that the entry was made upon instructions from your Pacific coast representative and he referred Mr. Epping to them for details. The writer just called upon your Mr. Fender and he is unable to locate any such charge, as he went through his records hurriedly. He suggests that you advise him the date of his telegram to you or of his trial balance, or whatever instructions he gave you as data for making this entry. Mr. Fender stated that upon receipt of such advice from you he could locate our invoices, which will enable us to reconcile this entry.

Please give this your early attention, and oblige

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager.

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 9847}

418 LONGACRE BLDG.

=NEW=YORK

San Francisco, September 2
1 9 1 9

Mr. E.C.Bidwell
% Griffith Studios
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Five Hundred Dollars ($500) -- covering your share or 5% of a 10% ($10000) disbursement, on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Sincerely,

YANKEE DOODLE IN BERLIN CO.

HB
Encl.

per F Rubenstein

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September 2nd, 1919.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

Great Love

Dear Mr. Griffith:

I beg to acknowledge receipt of your night letter which reads as follows:

> " SEE JULY TWENTY SIXTH REPORT OF GREAT LOVE NET TO US ONE HUNDRED SEVENTH FIVE THOUSAND AND A DEBIT OF ELEVEN THOUSAND SUPPOSE THIS ELEVEN THOUSAND IS FOR EXTRA PRINTS BUT CANNOT UNDERSTAND HOW OUR SHARE OF EXTRA PRINTS COULD RUN TO ELEVEN THOUSAND NINE HUNDRED EIGHTEEN DOLLARS ALSO ON THE GREAT BRITIAN TWENTY THREE THOUSAND FOR THE GREAT LOVE STOP BE SURE TO CHECK UP OUR PERCENTAGE AND SEE THAT IT CORRESPONDS WITH THE CONTRACTS THE AMENDED CONTRACT IS DIFFERENT FROM FIRST CONTRACT REGARDING PERCENTAGE IN FOREIGN TERRITORY".

Regarding the balance mentioned in the above telegram which you construe as representing your share of the prints, allow me to state that this is an error. This amount represents the balance due the Famous Players and is arrived at as shown in the attached statement. From this statement you will see that you were entirely clear of indebtedness on March 1st and received your weekly profit check. However, on March 8th you received your first check on account of the guarantee and all charges thereafter for either guarantee and printing represented the various amounts which you owed to the Famous Players. Against this they have credited you with the amounts of your share of the earnings as shown on this statement, leaving a debit balance of $11,918.74, which is the exact amount of the debit balance as shown on the Famous Players report of July 26th.

Regarding checking your statement, I wish to reiterate the statement made in my telegram of even date, that I am paying the closest attention to your statements and under the system which I employ it is not at all possible for any errors to occur without same being detected by me. Every charge which the Famous Players make against you on these

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
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GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

statements is verified by me against the cash records which Mr. Bidwell forwards to me every week, and if I cannot detect any of these items on Mr. Bidwell's records I immediately go to the Famous Players office and demand to see details for such charges which I cannot verify by Mr, Bidwell's records, and if I find same to be bona fide I pass them and notify Mr. Bidwell, but if I find same to be wrong I immediately claim credit for same.

The total of the errors which I found in these statements aggregate about $3500. and I have received credit for every dollar of this. The last of these credits appear on the statement of August 9th which I am forwarding to Mr. Bidwell this day. All the red ink figures shown on this statement represent credits due you for errors in the past statements. The credits which you receive on this statement aggregates nearly $3,000. The remainder were credited you on former statements. Under the revised contract the splitting of the percentages is 62-1/2%, British Isles and Australia - 60% credit all other foreign countries. British guarantee has been credited to you on statement of August 2nd, of which your share is 62-1/2%, equal to $14,421.87.

Trusting the above will furnish you the desired information, I remain

Yours very truly,

J.C. Epinal

Enclosure.

JCE:EMD.

"GREAT LOVE"

REPORT	CHARGES	
3/8	Profit Check	$1934.63
"	First payment guaran.	19754.26
"	Printing	24.01
3/29	"	4185.80
4/12	"	583.01
4/19	"	216.28
"	2nd payment guarantee	6217.88
4/26	Printing	12.68
5/10	"	24.89
5/17	Renovating & Titles	97.44
5/24	Printing	82.80
5/31	"	50.40
"	Bal. due on guarantee	260.89
6/7	Printing	727.46
6/21	"	313.68
6/28	"	72.37
		$34558.49

REPORT	CREDITS	
3/8	Foreign Negative	$448.18
"	Your share	1934.63
3/15	" "	1652.82
3/22	" "	1843.80
3/29	" "	1193.73
4/5	" "	1681.14
4/12	" "	1358.56
4/19	" "	1197.19
4/26	" "	1386.75
5/3	" "	1107.29
5/10	" "	870.33
5/17	" "	1176.83
5/24	" "	1351.92
5/31	" "	858.64
"	Adjustment of error	91.31
6/7	Your share	651.00
6/14	" "	722.30
6/21	" "	781.37
6/28	" "	731.41
7/5	" "	694.95
7/12	" "	299.00
7/19	" "	410.25
7/26	" "	196.35
7/26	Debit balance as per your telegram	11918.74
		$34558.49

Payment of Guarantee

March 1st, Guarantee due "Great Love" $26233.03

Paid	Mar.8th,	$19754.26	
"	Apr.19th	6217.88	
"	May 31st	260.89	$26233.03

C O P Y for MR. GRIFFITH.

FAMOUS PLAYERS-LASKY CORPORATION.

485 Fifth Avenue,
New York City.

September 2, 1919.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Can you give me any advice on the subject of the attached letter, which is a copy of I have just received from Mr. Shirk, who is in charge of our publicity in the West Coast Studios?

Very truly yours,

(Signed) John C. Flinn.

Director of Publicity & Advertising.

JCF:GC
(encl.)

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September 2nd, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose herewith statements of the C and D series with checks attached. I wish to call your attention to the various pencil marks in this statement which explain the nature of the various credits which are apparent on same.

There is one credit of "Greatest Thing" amounting to $2254.60. This is an adjustment of an error in statement July 26th. The error occurred as follows:

	Debit	$26655.23	
plus	Credit	1177.35	$27832.58 Forwarded to statement 7/26

This should have been -

	Debit	$26655.23	
less	Credit	1177.35	$25477.98 " " " "

Credit due us	$2354.60
" received,	2254.60
" still due us	100.00

You will note from the above that they should have given us credit for $2354.60 instead of $2254.60, and, therefore, still owe us $100.00, which will come through later on. The other credits represent the reductions due allowances for overcharge on foreign negatives charged heretofore. These figures are somewhat different from the figures which I sent you on July 18th, for reasons explained in my letter of August 25th. The debit of $59.34 on "Great Love" represents the 65% erroneously credited on "Jane", which was made a long time and regarding which I wrote you in my letter of June 12th. You will see that they have given us credit on "Jane" for the entire amount of $91.30 and charged "Love" with 65% of it which corrects this matter.

Yours very truly,

[signature]

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

Hearts World

September 3 1919

DAVID W GRIFFITH
HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

GRAHAM LONDON HAS OFFER FOR HEARTS OF FIVETHOUSAND FOR RIGHTS TO ARCHANGEL AND MURMANSK RUSSIA WHAT DO YOU ADVISE PERSONALLY BELIEVE MATTER TO SMALL TO PERMIT RISK OF PRINT BEING DUPED IN OTHER PARTS RUSSIA

BANZHAF

Chg. A.H.T.Banzhaf, 2 Rector St. N. Y. C.

September 3, 1919

Mr. A. H. T. Banzhaf,
Two Rector St.,
New York, N. Y.

Dear Mr. Banzhaf:

Mr. Griffith asked me to draw up the Demand Note for him to sign which I am enclosing herewith. I secured some copies from the First National Bank, none of which seemed to fit the present situation exactly. However I believe that the form that Mr. Griffith has signed is the form generally used for demand notes.

I have left the space at the end of the third line after the word "payable" in which to fill in if desired whether the interest is payable monthly, quarterly or annually, as may be desired.

Very truly yours,

September 3rd, 1919.

Committee from Local #33, I.A.T.S.E. consisting of Messrs. Stephensen, Spencer, Matthews and another man, called at this office this morning relative to the notice and wage scale posted.

They feel that the following changes should be considered and incorporated in the wage scale:

1. Eight hours shall constitute a day's work. Any work beyond that time to be considered overtime and to be paid for at the rate of time and one half.

2. Skilled Propertymen with Director should be increased to $45.00 instead of $40.00 as scheduled.

3. Scale should be fixed for non-skilled laborers at $4.50 per day.

4. The wage scale should become effective September 15th, 1919 and remain in force until September 1st, 1920.

In the matter of Heads of Departments, Technical Directors, etc., they desire to meet each individual studio and adjust these rates to meet conditions at the studio, claiming that this can be done and benefit the studio.

Most of the time was occupied in their attempt to show that we would be better off to treat with them than with the Building Trades Council. That if the Building Trades Council decided to pull out their men, it would only mean taking out a couple hundred of men from the studios which they, (the I. A.) could replace very quickly; whereas if <u>they</u> pulled out <u>their</u> men, it would mean the loss of several thousand men to the studios and it would be impossible for the Building Trades Council to replace them.

A statement made by Mr. Spencer may prove interesting, i. e.

> "that if the carpenters decided to go out, it would not make our shops unfair in the eyes of organised labor, as they would go out on account of a jurisdictional dispute"

And while they did not say so, we can assume that same would be true in case the I. A. decided to quit.

Mr. Stephensen suggested that no work be done at the studios on <u>Sunday, September 14th</u>, as on that day they meet to take a vote and that it would be better for the studios if all of their members were out so as to get a fair expression from all members rather than from a few.

They make the claim that only three or four of the studios have posted the notice, also that the individual studios would sign their agreement if it were not for the Association.

SECRETARY'S ADDRESS
329 SOUTH HILL STREET

LOCAL UNION NO. 33
OF THE
INTERNATIONAL ALLIANCE THEATRICAL STAGE EMPLOYES
—AND—
MOVING PICTURE MACHINE OPERATORS
OF UNITED STATES AND CANADA

Los Angeles, Cal., _____

THIS AGREEMENT, made this _____ day of _____ 1919

to be in effect from the first day of September 1919 and terminating on the first day of June 1920, by and between _____ Mgr., of the _____ Studio, hereinafter referred to as the party of the first part, and Local No.33, I.A.T.S.E. & M.P.M. of the U.S. & Can., hereinafter referred to as the party of the second part,

WITNESSETH:

(1) The party of the first part agrees to employ only men supplied by the party of the second part for the departments and positions as specified in attached wage schedule, as covered by jurisdiction of the party of the second part as granted by the American Federation of Labor.

(2) The party of the first part agrees to pay to the men so furnished by the party of the second part not less than the following schedule of prices for the work performed.

(3) The party of the first part agrees to also grant the working conditions as set forth in attached schedule:

_____
Party of the first part.

SEAL.

Ray Stephenson
Party of the second part.

WAGE SCALE

September 1st, 1919 to June 1st. 1920. Local #33, I. A. T. S. E. & M. P. M. O.

=====

That eight hours, within any nine hour period shall constitute a day's labor. Time and one-half for all overtime, until relieved from duty, for a period of four hours, week days.

=====

That all Sundays and Holidays, July 4th, Decoration Day, Thanksgiving Day, Labor Day, Christmas and New Year's Day, shall be paid for at the rate of double time. Members shall not be allowed to work between the hours of 8:00 AM and 5:00 PM on Labor Day.

=====

Employers shall pay all employees the same rate of wages, when on Location, with the exception, when it is possible to return employees to this City for Sundays and Holidays. Companies laying off Sundays and Holidays while on Location and NOT returning employees to this City, shall pay them straight time for those days and all days the Company lays off, and while on Location, Studios shall pay all Hotel expenses of employees. All expenses while going to or from Locations, including riding time, shall be paid by the Company.

=====

All Studios located outside of the five cent car fare zone, shall furnish all transportation over five cent car fare (each way).

=====

Employers not to call employees for less than four (4) hours work, in all Depts.

=====

Technical Director Not less than $75.00 per week.

Each Studio shall employ not less than one Technical Director.

Carpenters Department:-

A. All Heads of Departments	Not	less	than	$60.00	per	week	(6 days)	Flat & Dbl	time
B. Gang Foreman	"	"	"	7.50	"	"	" "	All	overtime
C. Carpenters	"	"	"	.87½	"	hour	" "	"	"
D. Grips	"	"	"	6.00	"	day	" "	"	"

Electric Department:-

E. Chief Electrician	"	"	"	$60.00	per	week	(6 days)	Flat & Dbl	time
F. Foreman	"	"	"	7.50	"	day	" "	All	overtime
G. Electricians	"	"	"	.87½	"	hour	" "	"	"
H. Operators	"	"	"	6.00	"	day	" "	"	"

One electrician shall be in charge and on each set.

Property Department:-

I. Chief Propertyman	Not	less	than	60.00	per	week	(6 days)	Flat & Dbl	time
J. Shop Foreman	"	"	"	60.00	"	"	" "	& Double	time
K. Propertyman with Director	"	"	"	45.00	"	"	" "	" "	"
L. Other assistants	"	"	"	35.00	"	"	" "	All	overtime
M. Property makers in the Propertymakers' Dept.	"	"	"	.87½	"	hour		" "	"
N. All other skilled mechanics in all other Depts.				.87½	"	hour		" "	"

All other unskilled employees, Not less than $4.50 " day " " "

=====

This rate of wages to prevail in all Studios in Southern California.

=====

All heads of Departments shall give or take two weeks notice.

TO OUR EMPLOYES

About a year ago this studio began negotiations with its employes, looking towards an advanced wage scale and other working conditions. These negotiations were brought to a satisfactory conclusion by the granting of a substantial increase in wages to our employes and an agreement with Capt. Chas. T. Connell, U. S. Commissioner of Conciliation. This agreement was accepted by the employees of this studio, was signed by the I.A.T.S.E. and approved by the United Brotherhood. Article six of this agreement reads as follows:

> "that the wage scale agreed upon become effective as of September 14th, 1918, and remain in force for one year".

Copy of the complete agreement containing this clause can be seen at the U.S. Commissioner of Conciliation's office, Room 600, Federal Building.

Notwithstanding this agreement running until September 14th,1919, demands have been made upon this studio by Local #33, I.A.T.S.E. & M.P.M.O. The L.A. County Building Trades Council, and the Carpenters District Council, asking for an exclusive working agreement to become effective September 1st, 1919, or fourteen days before the present agreement expires.

Notification was dispatched at once to the I.A.T.S.E., The Building Trades Council and the Carpenters District Council that it was impossible to enter into the agreement submitted in its entirety, for the following reasons:

1. That the agreement under which we are working does not expire until September 14th, 1919.

2. That it would be impossible to entertain an agreement from one organization without some of its provisions conflicting with the demands of the other organization.

We suggested an immediate conference between all interested parties in order that the situation could be cleared and an understanding reached which would be mutually satisfactory.

On Thursday, August 28th, a joint conference was held between committees from the I.A.T.S.E., The L.A.County Building Trades Council and the Producing Managers. It developed at this meeting that the jurisdictional fight, now going on between the I.A.T.S.E. and the Brotherhood of Carpenters, would not permit of any arrangements being made that would be satisfactory to both parties.

The Producing Managers feel that this factional fight between the different labor organizations should not be carried into the studios so as to embarrass the studio management or its employes,and an appeal was made by the Producing Managers to both factions for a remedy to the situation. Both sides admitted that they were powerless to supply a remedy at this time.

The Producing Managers felt that there should be no cessation of work in the studios, due to this factional fight, and this studio will continue to operate as in the past. We, like all other business enterprises and individuals, have felt the increase in the cost of operation and living, and feel that there should be an adjustment of the wage scale with our employes; and after careful consideration, have decided to put the following minimum wage scale into effect, beginning September 15th, 1919:

1. Carpenters, Cabinet makers, Machine men, Journeymen Electricians, Painters, Paper hangers, Iron workers, Plumbers, Steam fitters, Sheet Metal workers, Tile layers, Engineers) 87½¢ per hour and overtime.

2. Gang Foreman. . . . . .1.00 per hour and overtime.

3. Skilled Lamp operators. . . . . .75¢ per hour and overtime.

4. Grips. . . . . 75¢ per hour and overtime.

5. Apprentices in all departments. . . .3.00 per day and upwards, with overtime.

6. Skilled Property men with Directors,40.00 per week, no overtime.

7. Eight hours within any nine hour period shall constitute a day's work.

8. Overtime to be paid for at straight time up to ten hours. Over time over ten hours to be paid for at the rate of time and one half.

9. Work on Sundays to be paid for at the rate of time and one half.

10. Work on the following holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas

shall be paid for at the rate of double time.

11. Employes in this studio shall not be required to work on Labor Day except when necessary for the preservation of life and property.

12. No employee to be called for less than four hours work.

13. The above wage schedule to be effective as of September 15th, 1919, and remain in force until further notice.

The following studios have adopted this schedule:

American	Ford	Hart	Morosco
Brunton	Fox	Ince	Rolin
Brentwood	Goldwyn	Lasky	Sennett
Christie	Griffith	L-Ko	Universal
Fairbanks	Hampton	Metro	Vitagraph

The management of this studio solicits the good will and cooperation of its employes and will be very glad to take up with them, either singly or collectively, any matters that will tend to better working conditions either for the management or its employes.

D.W. Griffith Service offers 3

Wark

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Sept. 3rd, 1919.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

Please draw a contract Lesser DeLux whereby they are to handle Montana and Idaho for us on 65 - 35 basis, we to get 65 and they 35. This, you understand, is on the exchange plan, whereby we allow them to play "The Fall of Babylon" and "The Mother and the Law" in the other states. They give us these two states.

Also draw a contract with the Westcott people whereby they have given us the State of Iowa for the privilege of playing "The Fall of Babylon" and "The Mother and the Law" in Minnesota Wisconsin, North and South Dakota.

Very truly yours,

Grey

Studio

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	X
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

September 4 1919

DAVID WARK GRIFFITH
HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

MCADOO WILL ARRIVE AT COAST ON OR ABOUT SEPTEMBER TWENTIETH
I WILL LEAVE WITH OBRIEN BURKAN ABRAMS AND GODSELL ON
THURSDAY SEPTEMBER ELEVENTH STOP ABRAMS ANXIOUS BOOK BLOSSOMS
IN CALIFORNIA AS SOON AS POSSIBLE . UNDERSTAND YOU WANT HIM
TO WAIT UNTILL AFTER YOUR FRISCO AND LOS ANGELES ENGAGEMENTS.
TITLE COMPANY STILL WORKING ON FLAGLER TITLE SOME QUESTION
ARISES ABOUT CHAIN OF TITLE DATING BACK TO TIME BEFORE
FLAGLER PURCHASED SAME HOPE TO HAVE DEFINITE WORD ON THIS
TOMORROW MEANWHILE HUCK GOING AHEAD WITH BUILDING PLANS
WE HAVE PURCHASED SALVAGED STEEL STRUCTURE FROM BROOKLYN NAVY
YARD WHICH HE WILL ERECT INSTEAD OF FRAME BUILDING ON ACCOUNT
OF FIRE INSURANCE RISK EXTRA COST OF BUILDING WILL BE SAVED
PRACTICALLY ON REDUCTION IN ONE YEARS INSURANCE PREMIUM
EVERYTHING WORKING OUT NICELY EXCEPT FOR DELAY IN COMPLETING
BUILDING AND BELIEVE IT ADVISABLE IF YOU POSSIBLY CAN TO
TAKE MAJOR PORTION OF YOUR NEXT PICTURE AT COAST AND FINISH
ANY THAT YOU MAY HAVE ON WAY FOR DORTHY

BANZHAF

Chg. A.H.T.Banzhaf 2 Rector Street New York City.

Hearts World

September 4th 1919.

Mr. J. C. Epping,
Auditor, Hearts of the World,
1476 Broadway,
New York City.

Dear Mr. Epping:

Mr. Griffith has wired me for a division of the profits standing in account of "Hearts of the World" exploitation and wish you therefore see Mr. Friend at once and get from him not less than Twenty Thousand Dollars ($20,000.*) on account of Mr. Griffiths share thereof. This fund is needed immediately on account of Mr. Griffiths business requirements in the East.

Please give this matter you prompt attention and oblige.

Very truly yours,

AHTB/MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 9847

418 LONGACRE BLD'G.

NEW YORK

San Francisco - Sept. 4
1919

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Herewith is check in the amount of $500.00 which was inadvertently omitted from our letter to you of yesterday.

Please pardon the oversight.

Sincerely,

YANKEE DOODLE FILM CO.

per Frubenstein

HB
Encl.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

September 4th 1919.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith copy of letter from John Flinn, Famous Players, and also copy of letter to him from A. H. Shirk, of the same company, from their Hollywood Studio. They speak for themselves. Flinn has stated to me personally that he is very handicaped on the advertising on Dorothy's pictures on account of the lack of co-operation of your publicity department.

With best regards, I remain

Sincerely yours,

Albert H. T. Banzhaf

AHTB/MD
Enc. 2

McADOO, COTTON & FRANKLIN
ATTORNEYS AT LAW
120 BROADWAY
NEW YORK

WILLIAM G. McADOO
JOSEPH P. COTTON
GEORGE S. FRANKLIN
FRANCIS H. McADOO

THURLOW M. GORDON
GEORGE H. SAVAGE

September 4, 1919.

Dear Mr. Griffith:-

I promised in my last letter to write you about a feature of your telegram which I did not have the time to deal with in that letter.

In your telegram of the 22nd of August you say "They think there is danger of mixup in running many exchanges bearing most heavily on the producer of a small number of pictures. In particular Chaplin and myself may suffer seriously as it does not seem possible that twenty percent on the few pictures distributed will pay the distributing expense. Pickford and Fairbanks will get enormous advantage and big prices for their pictures at small distribution expense but am sure distributing company will be a losing proposition."

I have discussed this matter thoroughly with Mr. Price and Mr. Abrams. They assure me that your fear that the United Artists Corporation will be a losing proposition is wholly unfounded if the artists provide even the minimum number of pictures they have contracted to furnish.

Of course, the main problem is the first year. Mr. Price writes me that he and Mr. Abrams are confident that with four pictures per year, the distributing expenses can be met and that "with twelve pictures per year, the distributing expenses will be less than 12%". Mr. Price tells me that they expect to get another Fairbanks picture and also a Pickford picture by the 1st of January and that they have also just completed arrangements for your "Broken Blossoms". With these three pictures and the picture Fairbanks has already released through the United Artists Corporation, Mr. Price and Mr. Abrams feel certain that the expenses of the corporation will be met and that, with the additional pictures which Fairbanks and Pickford can deliver and when you and Chaplin begin to deliver pictures, under your contract with the United Artists Corporation, a profit will result.

There is another phase of this matter which I think you and Chaplin have failed to consider and that is the enormous advantage which you and he have received along with Pickford and Fairbanks in creating an open market for your pictures, which has resulted in enhancing the value of all of your productions. What Fairbanks and Pickford are doing now, in furnishing their pictures first thorugh the United Artists Corporation, is to create a foundation for the business, from which you and Chaplin will certainly reap profits as well as they.

In other words, the mere organization of the United Artists Corporation, the building up of its business, the creation of an additional goodwill, and the demonstration through the work of this Corporation of the value of your productions handled in this way, - all of these things are of the greatest possible benefit to you and Chaplin, as well as to Fairbanks and Pickford.

My own hope is that no further calls on the preferred stock may be necessary. I am sure that they will not be necessary if the promises about deliveries of pictures are realized, as I have no doubt they will be. It seems to me that you have all strengthened your positions as producers and that you have opened a way to the realization of very much greater values for your productions than ever was possible under the old plan.

I feel very much interested in the strengthening of the position of the United Artists Corporation through some responsible alliances which will give it an interest in the exhibition side of the business and make it secure against monopolization of the exhibitors' field, which is now being seriously undertaken by interests here. I hope this can be accomplished with great advantage to yourselves and on a plan which will protect your interests.

I expect to be in Los Angeles about the 24th of September. I am going to the Pendleton Roundup on the 17th-18th and 19th and shall go thence to Los Angeles. I am looking forward with pleasure to seeing you again.

I am sending a copy of this letter to Mr. Chaplin.

With warmest regards, I am

Cordially yours,

W G McAdoo

DW.Griffith, Esq.,
Hollywood,
California.

WGM-V.

Los Angeles, California

September 5, 1919.

Mr. H. O. Schwalbe,
First National Exhibitors Circuit,
6 and 8 W. 48th St.,
New York City.

Dear Mr. Schwalbe:

We will have to have a little more time than October 1st to finish negative of the first picture as picture is story with rather a new theme, heart interest, and drama, but will have to be very carefully cut and edited.

The second picture which I have already bought from a magazine writer, is, I consider, a sure-fire big picture, with lots of action and new environment. This will necessitate an expensive trip to get proper locations and am afraid exteriors cannot be taken before December. As they do not release my last Artcraft before November 20th, this will still give you ample time to get out my first story.

Of course, could throw them out quickly as it is cash sale and this might seem good business for me, but this is not my idea as I am as anxious as you that your bargain is a profitable one and these pictures need lots of time and careful editing so as to make as sure as possible that we both shall profit by the contract.

It is rather hard, of course, to be sure that the three are all knock-outs but we want to be sure that when the three are out and going, the general average will be good enough to make it a profitable bargain for you and your people.

On account of second picture being so difficult and expensive to get the proper locations necessary to make it what it should be, it would really be much better for me if I could be working on the last two pictures at the same time, it being, as I said before, that the location for the second picture will not be in proper foliage until December.

It is also necessary that I take some of the first picture in the east, for which I shall have to make a trip but you will get the picture in plenty of time for your advertising campaign, and of course as soon as I can get it finished.

Mr. Schwalbe,
No. 2

I will keep you posted as to its completion and as soon as I see it in proper shape for final inspection will let you know. It is really finished now, according to the way they call a picture finished, but nowadays there is so much reshaping, retaking, and re-editing that it will be some little time before it is in final shape. Of course it is as important to you that we have it in the best possible shape as it is to me and I know as a business man you will understand the situation.

With very kindest regards,

Yours most sincerely,

DWG-W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service *offers*

The **Fall of Babylon** — *A Super-Spectacle*

The **Mother and The Law** — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September Fifth
1 9 1 9

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Mr. Griffith:

I enclose herewith two statements, the calculations on which show the results under the United Artists arrangements.

The statement marked No.1 shows the calculation how the profits are derived at on the basis of $400,000. gross. You will see from this statement that the net profits accruing to you on $400,000. is $49,690. However, from this you have to deduct your five weeks studio loss during the time when you were in the East which amounts to $34,514.08 less the difference between the cost of production and the amount which you received from the Famous Players. In other words, your production has cost you $4,824.70 less than the $96,000. which you received from the Famous Players. This leaves the net overhead studio loss $29,689.38, leaving your net profit after any and all deductions $20,000.62.

The statement marked No.2 is a comparative statement and shows the various earnings of the Famous Players as well as yours from $400,000. to $700,000. gross. The calculations are based on the variation of $20,000. each. That is to say, I made a new calculation for every $20,000. above $400,000. The red ink figures shown on this statement represent your percentage of the total profits and the Famous Players. You will note therefrom that your percentage rises steadily as the gross increases, and the Famous Players percentage decreases in like proportion. From the different profits shown on statement No.2 you must always deduct $29,689.38, which represents the Los Angeles studio loss referred to above - calculation of which is shown on statement No. 1.

Yours very truly,

J. Kippin

Enclosures.

JCE:EMD.

Comparison of profits accruing to

D. W. Griffith

On the basis of $400,000. - Gross Rental.

- - - - - - - - - - - - - -

UNITED ARTISTS RELEASE	Gross Rentals	D.W.G's Share	
In order to enable Mr. Griffith to liquidate the indebtedness as specified below the gross rentals must aggregate	$317,200.		
Of which Mr.Griffith's share is 80%		$253,760.	(This pays his liabilities).
Thereafter Mr. Zukor receives 20% of the gross rentals. The balance of gross rentals to come up to full estimate of $400,000. must aggregate	82,800.		
	$400,000.		
Of which Mr.Griffith's share is 60%		49,680.	
Making Mr.Griffith's gross profit		$303,440.	
Out of these profits D.W.G. must pay notes to Famous Players	$250,000.		
Interest thereon 3 mos.@ 6% (about)	3,750.	$253,750.	
Net profits accruing to D. W. Griffith			$49,690.

Deductions from Net Profit

5 weeks studio operating expenses incurred while Mr.Griffith was East for account of "Broken Blossoms"	$34,514.08	
Less cost of Productions below Famous Players advance	4,824.70	$29,689.38
Profit after all deductions based on $400,000. - Gross		$20,000.62

Note: For profits from Gross Rentals in excess of $400,000. see other statement.

STATEMENT No 1

Comparison of Earnings under United Artists Release
based on payment to be made by Mr. Griffith
as shown on other statement.

- - - - - - - - - - - -

Based on Gross Rentals of		Famous Players Co. Share Details	Total	%	D.W.Griffith's Share	%
$700,000.	See below 20%	$20,339.43 76,560.	$96.899.43	29.68	$229,680.	70.32
680,000.	" "	20,339.43 72,560.	92,899.43	29.91	217,680.	70.09
660,000.	" "	20,339.43 68,560.	88,899.43	30.18	205,680.	69.82
640,000.	" "	20,339.43 64,560.	84,899.43	30.48	193,680.	69.52
620,000.	" "	20,339.43 60,560.	80,899.43	30.81	181,680.	69.19
600,000.	" "	20,339.43 56,560.	76,899.43	31.19	169.680.	68.81
580,000.	" "	20,339.43 52,560.	72,899.43	31.62	157,680.	68.38
560,000.	" "	20,339.43 48,560.	68,899.43	32.10	145,680.	67.90
540,000.	" "	20,339.43 44,560.	64,899.43	32.68	133,680.	67.32
520,000.	" "	20,339.43 40,560.	60,899.43	33.35	121,680.	66.65
500,000.	" "	20,339.43 36,560.	56,899.43	34.16	109,680.	65.84
480,000.	" "	20,339.43 32,560.	52,899.43	35.13	97,680.	64.87
460,000.	" "	20,339.43 28,560.	48,899.43	36.33	85,680.	63.67
440,000.	" "	20,339.43 24,560.	44,899.43	37.90	73,680.	62.10
420,000.	" "	20,339.43 20,560.	40,899.43	39.87	61,680.	60.13
400,000.	" "	20,339.43 16,560.	36,899.43	42.60	49,680.	57.40

The Famous Players profits are figured as follows:

Notes		$250,000.
Less advance for exploitation	$110,133.	
" " " production	96,000.	
" cost of 90 prints	23,527.57	229,660.57
		$20,339.43 Profit on notes

In addition to the profit on the notes the Famous Players Co., receive 20% of the Gross Rentals after Mr. Griffith has paid his indebtedness to the United Artists as shown above.

STATEMENT No 2

LOS ANGELES ATHLETIC CLUB
LOS ANGELES, CAL.

Sept. 5th. 1919

Mr. D.W.Griffith.,
Hotel Alexandria.,
Los Angeles. Cal.

My Dear Mr Griffith:-

Pardon the intrusion, but many many evenings ago you promised the writer that if he ever had a picture on Broadway in which he played the lead, you would go and see his work.

This promise I have never forgotten.

I am playing the lead in a production called "LEAVE IT TO SUSAN" with Madge Kennedy at the SYMPHONY theatre, all next week starting SUNDAY.

I am not excellent, I am not polished, but I believe I have the material on which a real director could work. Would you, some evening when you wish to waste an hour, review my work?

I will not flatter myself that you remember my name, but I do believe you will recognize my face.

This letter is an event in my life, I have worked hard to get to the point where I could ask you to go and look at one of my efforts.

Very sincerely

Wallace MacDonald

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

September 5, 1919

Mr. D. W. Griffith,
Hollywood, California.

Dear Mr. Griffith;

Just a few words to let you know how happy I am that we are distributing BROKEN BLOSSOMS, and to tell you we are planning to release this Production on October 20th. I feel quite certain that between now and release date we will have secured three hundred thousand dollars ($300,000).

The Exhibitors through-out the country seem to appreciate the possibilities in the presentation of your Picture, as well as its value from a box-office stand-point.

I expect to leave here on the 11th proximo for Los Angeles, and will look forward to seeing you upon my arrival. With kindest personal regards, I am

Very sincerely,

Hiram Abrams

A/R

PHILADELPHIA

Sept. 5, 1919

Gentlemen:-

In the effort to possibly facilitate matters regarding censorship in Pennsylvania, I have obtained from the State Board the eliminations and changes required by them in "BROKEN BLOSSOMS" when it was censored for the run at the Garrick Theatre here last May.

You will find enclosed, copy of same. It is my thought that possibly in as much as certain titles require a change of wording, this could be done with better result by the manufacturer of the prints, if sufficient time were given you to notify them of the necessity for titles of this wording for Pennsylvania. My facilities for obtaining new titles here are very poor.

Yours very truly,

SALES MANAGER

BROKEN BLOSSOMS

REEL

1 & 2 -A- Elim - Subtitle "In this scarlet house of sin does he hear the temple bells"

Eliminate - "scarlet"

B " Opium lay outs at end of W. e. b.

C " Title "Warned as strongly by the ladies of the street about their profession"

5 & 6 " Title "'Taint nothing wrong (repeat) etc."

" Subt~~ans~~stitute "No, No, No," or "Don't Daddy"

Don't Daddy don't

September 6, 1919

F. B. Silverwood,
Sixth and Broadway,
Los Angeles, Calif.

Gentlemen:

Herewith enclosed please find Mr. Gri fith's personal check for $55.00 as per your letter of August 22nd. Mr. Griffith overlooked this bill and as it never did come to my hands it has been neglected.

Asking your pardon for the delay,

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS CORPORATION

ADVANCE REPORT OF CASH COLLECTIONS FOR "BROKEN BLOSSOMS"

FOR WEEK ENDED Sept. 6, 1919.

STATEMENT "A"

Contract Number	Theatre	Town and State	Rental
1X-1	Westchester	Mt. Vernon, N. Y.	$1000
2	Majestic	New York City	1100
3	Stillman & Alham.	Cleveland, O.	3000
4	Palace & Columbia	Washington, D. C.	2500
5	American	New York City	375
6	Victoria	"	500
7	7th Avenue	"	250
8	42nd Street	"	250
9	Delancey	"	375
10	Boulevard	"	500
11	Ave. B	"	500
12	Circle	"	250
13	116th St.	"	250
14	Orpheum	"	500
15	National	"	500
16	Burland	"	250
17	Greeley Sq.	"	500
18	Lincoln Sq.	"	500
19	New York & Roof	"	250
20	86th Street	"	250
21	Warwick	Brooklyn, N. Y.	375
22	Palace	"	375
23	DeKalb	"	375
24	Broadway	"	250
25	Fulton	"	375
26	Bijou-Brooklyn	"	250
27	New Rochelle	New Rochelle, N. Y.	375
28	Hoboken,	Hoboken, N. J.	375
29	Miller	Brooklyn, N. Y.	400
30	Vermont	"	200
31	American	Freeport, L. I.	150
32	"	"	50
33	Golden Rule	New York City	300
34	Marcy	Brooklyn, N. Y.	700
35	Criterion	Atlanta, Ga.	1650
36	Concourse	New York City	500
37	Oliver Opera House	South Bend, Ind.	1200
38	Carlisle O. H.	Carlisle, Pa.	220
39	Crescent	New York City	300
41	Metropolitan	Brooklyn, N. Y.	375.
42	Citizens Alhambra	Toledo, O.	2000
43	Doric	Kansas City, Mo.	2750
Total			$27145

D. W. GRIFFITH COLLECTION
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80% equals $21,716.00 which has been paid to Central Union Trust Company of N. Y. to apply on note dated 9/2/19.

N. Y. 9/16/19.

THESE DAILY REPORTS ARE FILED IN REVERSE CHRONOLOGICAL ORDER.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio.

CONTRACT Griffith Studio WEATHER DATE Saturday, Oct. 25, 1919.

Steel erectors completed setting wind braces yesterday and will return to the site on Monday to drill 10 holes in east wall members which do not conflict with the erection of tile walls. Not working at the site today.

Roofers pointing up tile joints.

MONDAY
OCT. 27, 1919.

Tile roofers were pointing up tile.

Steel erectors completed work and left the site today.

FINAL REPORT -- Excepting for Financial Statement.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio

CONTRACT Griffith Studio WEATHER DATE Wednesday, Oct. 22, 1919.

Steel erectors setting door lintel in east wall in new location and also setting wind braces.

Setting of tile roof completed.

THURSDAY
Oct. 23, 1919.

Steel erectors setting wind braces. The remaining three wind braces and one missing girt in east wall carried to the site on the truck which brought away the steel erectors erection poles, rigging tool boxes, etc.

Tile roofers pointing joints.

FRIDAY
Oct. 24, 1919.

Steel erectors setting wind braces.

Tile roofers pointing joints.

RUSSELL B. SMITH ENGINEERS.

2M-3-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio

CONTRACT Griffith Studio WEATHER DATE Sunday, Oct. 19, 1919.

Steel erectors erecting side wall and east end girts connecting to north east corner column. Also wind braces.

Roof setters erecting tile.

MONDAY.
Oct. 20, 1919.

Steel erectors setting wind braces and ~~mooring~~ boring for side wall and east end girt straps and for door lintel at new location.

Tile roofers unloaded last carload to be shipped, and delivered to the site.

TUESDAY.
Oct. 21, 1919.

Steel erectors setting wind braces and east wall door lintels.

Roofers setting tile.

Inspection of site by R.B.S.:-

Roof tile in place on three quarters of entire roof and four courses ~~[illegible]~~ of the remaining quarter; should be completed by tomorrow night.

Steel erectors have todate placed 8 wind braces in place; the only remaining items to be completed being the setting of the lintels over the east end door (new location) and setting of one girt #11 in the upper part of the east end wall which appears to have been undelivered.

RUSSELL B. SMITH ENGINEERS.

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2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio

CONTRACT ~~Griffith Studio~~ WEATHER DATE Friday, Oct. 17, 1919.

Steel erectors lining roof purlins and erecting east wall members. The erection of the north east corner column was delayed at the request of the tile setters to line the roof purlins.

Roof setters setting tile.

Attention of Mr. Wortman: The Howes Transportation Company submits bill for the load on Wednesday the 15th instant which carried the corner columns to the site. The overtime charge appears to be so unwarranted that it is suggested that you advise if possible as to the time that particular truck left the premises for New York.

SATURDAY.
Oct. 18, 1919.

Steel erector setting north east corner column and the balance of the east wall eave pieces; also door lintel in east wall.

Roof setters setting tile.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Showers DATE Thursday, Oct. 16, 1919.

Delivered by Krisch truck from Happel's shop completed job as follows:-

6 side wall lattice braces 12'6" long
2 " " " " 12'0" "
2 pieces east wall eaves.

Steel erectors setting up east wall corner columns and connecting up same. Five men at work. Directed Holl to secure more help to complete entire job by Saturday noon (Oct. 18th).

Tile setters unloading. Re-cutting and again splicing column as reported on the 14th inst., Mr. Sontag reports that old Navy plans called for footings 3'0" below general level for Column #8, which he understood footings as set in place were at common level. Cut one column for this reason, then discovered that footings had been set 3'0" lower and had to splice column again. As has been our custom, the cost of this error will be charged against Mr. Sontag.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Clear DATE Wednesday, October 15, 1919.

Delivered by Howes long reach motor truck from Happel's shop 2 corner columns for east wall and two base plates,
2 pieces for east wall eaves
8 lattice struts for east wall
and a few wind braces.

R.B.S. reported to Mr. Wprtman that all side lattice braces had been delivered. On checking up with Mr. Sontag during evening found such was not the case, as the eight braces delivered today were for east end wall instead of eight braces still remaining due for side walls. The latter will be delivered tomorrow on the last load of steel for the job.

Steel erectors drilling for wind braces and setting up east wall.

Tile roofers unloading.

RUSSELL B. SMITH ENGINEERS.

BY

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Sunday, Oct. 12, 1919.

Steel erectors setting side wall girts and straps to same, also drilling columns which had to be faced about.

Clear MONDAY (Columbus Day) Oct. 13, 1919.

Steel erectors erecting east wall girts and straps. Owing to holiday and closing of other shops, several small pieces necessary to complete east end corner columns could not be obtained, delaying delivery of columns until tomorrow.

Tile roofers started laying roof tile. Last carload shipped today.

Rain TUESDAY, Oct. 14, 1919.

Steel erectors setting east wall girts, lattice struts and straps.

Corner columns east wall completed ready for delivery. Truck refused to go to site during afternoon on account of storm.

Mr. Wortman reports roof tile setters stopped setting to unload two more cars which arrived yesterday. Called their manager who arranged for additional help on unloading. Mr. Wortman reports cutting of one column and splicing same again, done at Mr. Sontag's directions. Will investigate.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Saturday, Oct. 11, 1919.

Steel setters erecting west end columns and girts.

The final load of material consisting of girts and lattice braces and 2 corner columns will be delivered Monday morning.

The Tile Roofing Company advises that they have been able to reduce their shipment to 5 cars and that they have been promised an empty car today which will be loaded and shipped out today.

Confirmed with their office the fact that they will work on Monday evey though it is Columbus Day and a holiday in most of the trades.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Friday, Oct. 10, 1919.

On yesterday's truck load to the site from Happel's shop there were included the remaining columns necessary.

Steel setters connecting up the 13th truss and placing in columns ready for erection tomorrow and setting roof purlins resting on east end masonry walls.

Yesterday's report stating that the roof tile setters had begun erection was an error as they were still engaged in transporting material to the site and reported that they have 4 more car loads of material to come. This being in contradiction to our understanding with their office and on communicating with them was advised that the larger number of cars were necessary on account of their being unable to secure any large empties and therefore were required to use cars of smaller capacity. They reported the 3rd car having been shipped on the 8th instant and the 4th car leaves today.

They promised to ship the remaining two cars not later than Monday, the 13th instant and also to begin erection on that day.

R.B.S. and P.A.H. visited the site during the afternoon and took some views of the structure.

RUSSELL B. SMITH ENGINEERS.

EM-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio

CONTRACT Griffith Studio WEATHER DATE Thursday, Oct. 9, 1919.

One truck of roof purlins and tie rods delivered to the site from Happel's shop.

Steel setters erected the 13th truss in place.

Roofers began setting of roof tile.

Effected settlement with the Flushing Scrap Iron & metal Company as follows:

70.3 tons of steel @ $60	---	$4,218.00
2% discount, cash	---	84.36
		4,133.64
Previously paid on acct.	---	3,500.00
Paid in full settlement todate	--	$ 633.64

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Wednesday, Oct. 8, 1919.

Delivered to the site by truck from Happel's shop during the course of the morning, the balance of the 10" base channels, the balance of the angle girts, additional roof purlins and the cable requested yesterday for trueing trusses.

Confirmed by letter to Adam Happel, Inc. the agreement of prices with them for the steel items fabricated at their plant. These prices were agreed to in each instance before the fabrication order was granted and the confirmation is merely a summarizing of the former agreements. The amount in total is $4,168.00, that includes the material as shown on our drawings #3 to 10 inclusive.

Referring to heating and ventilating, the Typhoon Fan Co submitted by letter a confirmation of their quotation of the 6th instant in which their proposition is sub-divided into two parts, one for heating fans and one for ventilating fans; copies are being submitted herewith to Mr. Wortman.

9 setters at work, set the 12th truss in place and placed tie rods in purlins.

The roofer delivered tile to the site and placed same on the floor of the building.

RUSSELL B. SMITH ENGINEERS.

BY

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

Studio Site

CONTRACT Griffith Studio WEATHER DATE Tuesday, Oct. 7, 1919.

Mr. Wortman reports 9 steel setters at work. Erected the 11th truss.

Also reports that the first carload of roofing tile is in Mamaroneck; that the representative of the tile company called at the site; that he desired to have the roof trued and plumbed before beginning the setting of the tile which he wished to start at 10 A.M. tomorrow.

Arranged with Holl to immediately send to the job the necessary 5/8" steel guy ropes for trueing the trusses.

On account of progress in wall tile setting the steel tension tie rod for the end of the building was delivered by special truck during the afternoon.

Completed an itemized list of the steel purchased from the Flushing Co in preparation of a settlement with them.

In reference to heating and ventilating as suggested in yesterday's report the following letter speaks for itself:-

"I wish to call your attention to our method of heating large buildings as shown by diagram drawings submitted with our quotation for the Griffith Studio.

"The fans are reversible so as to throw the warm air right down between the two fans or discharge along the center of the building. Through openings for by-pass on the sides the air can be drawn in between the fans without going through the radiators. This is advantageous in case very little heat is required, as it would help to distribute properly the warm air and heat up evenly the building. This system is economical, especially so if the building is not being used continually day and night as it will heat up very rapidly.

"I might cite an instance many years ago where I tried to explain to a member of a school board in Springfield, Mass., that this same system is far more efficient than direct radiation. This man had a little office in a warehouse. I came into his office on a cold winter's morning and he was shivering with a fur coat on. I spied a desk fan on top of a file, took it down and placed it in front of a radiator and he was convinced.

(Signed) Ernst Glantzberg, Pres.
Typhoon Fan Company. "

RUSSELL B. SMITH ENGINEERS.

ZM-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Monday, Oct. 6, 1919.

11 Steel setters working; erected the 10th truss and fabricated the 11th ready for erection.

Shipped to the site by truck from the Happel's shop 2 columns, 13 angle girts and 200 rivets 3/4" x 2".

Confirmed verbal order to the National Bridge Works covering 400 rivets already shipped to the job with their last shipment on the 30th ult.

Also confirmed in writing the order to B. Holl for working overtime on Satufday afternoons and Sundays, the Owner to pay the labor rate in excess of straight time rates only. This confirmation is being dated September 26th as the overtime work started on the 27th ult.

In reference to heating and ventilating as discussed with Mr. Wortman yesterday, enclosed to Mr. Wortman is a pencil sketch indicating the system, and also a copy of their complete quotation.

Estimate of cost received from the Typhon Fan Co. covers this equipment as follows:

For the re-circulation equipment alone $2,125; each of the re-circulating heating units having a capacity of 80000 cu. ft. per minute which with 1,000 sq. feet of cast iron radiation in each unit would be sufficient to keep the building entirely comfortable in the most severe weather based upon 60 degrees in zero weather (zero weather being very infrequent) . Deliveries immediate out of stock, both fans and motors.

The ventilating unit estimate is $1850 and will supply 150,000 cu. ft. of air per minute. Deliveries four months from date of order as the 20 H.P. motor is not carried in stock by the Typhon Fan Company.

The above prices are F.O.B. New York and do not include any construction work, such as supports, shutes, foundations, etc., nor does it include the electric wiring. Should the suggested system be adopted it may be necessary to sub-divide the re-circulating heating units into four parts rather than the two as shown on account of the load on the trusses; each unit as indicated weighing between 3 and 4 tons including the radiation. If the 4 smaller units are required the quotation will be slightly increased. The carrying capacity of the trusses will be checked for these additional loads should the system be seriously considered.

The Typhon Fan Co. agreed without additional charge to instal the ventilating unit if it may be done during the winter months.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Monday, Oct. 6, 1919.

Enclosed herewith to Mr. Wortman is a carbon copy of the above quotation.

We estimate that about 4,000 sq. ft. of radiation would be necessary in the usual direct method of radiators or pipe coils.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

New Studio

CONTRACT Griffith Studio WEATHER DATE Saturday, Oct. 4, 1919.

11 steel setters at work yesterday and today; erected the 5th truss and 3 additional columns yesterday; today erected the 6th and 7th truss.

In the afternoon R.B.S. visited the site and discussed progress with Mr. Wortman. The roof tile is not reported to have arrived.

Mr. Wortman reports that a Howes' truck when delivering columns to the site over turned one of the large masonry piers at the entrance to the property. He agreed to advise the cost of rebuilding same which will be charged against the Howes' account.

Delivered today from Happel's shop the following: 4 10" channels, 25 feet long, 6 -3½" angles, 24 long straps and 12 short straps.

Sunday, Oct. 5, 1919.

12 steel setters at work. Erected the 8th truss and rivetted the 9th ready for placement tomorrow morning also set girts, new purlins, channel bases, etc.

R.B.S. visited the site during the afternoon and discussed the heating and ventilation with Mr. Wortman. Suggested the use of a electric driven typhon fan system mounted on the lower chord of the roof trusses and stating that an estimate promised for tomorrow morning will be forwarded to him as soon as peceived.

Note: Bricklayers started laying up tile walls on Thursday, the 2nd instant.

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2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Friday, October 3, 1919.

Delivered to the site today the following: 4 columns, mason anchors, purlin bolts for ridges, purlin bolts and the balance of the tie rods.

On the report dated Wednesday, October 1, starting "Mr. Wortman reports 9 setters at work, etc." the date on this report should be corrected to read as of Thursday, October 2nd instead of Wednesday October 1st.

RUSSELL B. SMITH ENGINEERS.

2M-3-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Wednesday, October 1, 1919.

Mr. Wortman reports 9 setters at work. The 4th truss was erected in place making it necessary to move one column already erected to another location to set up the truss.

By truck (Krisch & Hockenberger) from the Flushing Company to Happel shop the following was delivered:

3 column bases, 26 brackets and 3 - 10" channels (at base of columns). This completes all material we will use or require from the yard of the Flushing Metal Co.

There will be delivered by truck tomorrow from the Happel's shop some new columns, masonary tie rods, new purlins and some angle girts. The rain interfered with the delivery of this material to the site.

Advised by letter from the American Cement Tile Mfg. Co. that car L & N 6425 was forwarded yesterday consigned to Mr. Wortman of the D. W. Griffith Studio, Mamaroneck, New York; requesting notification of arrival to them in order that their men may haul this material to the site and start erection at once.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Wednesday, October 1, 1919.

Delivered to the site the entire balance of all roof truss material from the National Bridge Works via one long reach motor truck (Howes).

The brackets and column shoes selected from the stock of the Flushing Company were not delivered to the Happel shop owing to the rain and arrangements were made to move same tomorrow.

At the site Mr. Wortman reports that the steel setters 'knocked off' at 9:30 A.M. on account of the rain.

New columns, some masonary tie rods, some new purlins, and some angle girts are being prepared at the Happel shop for shipment to the site tomorrow.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Tuesday, Sept. 30, 1919.

Delivered to the site by long reach motor truck (Howes) from the Flushing Company's stock, 4 columns and 3 separate shoes.

At the site 11 steel setters were at work. The third truss was erected in place.

Advised by the American Cement Tile Mfg. Co that Car #L & N 6425 left their plant today for Mamaroneck with tile.

The brackets from columns to trusses were selected at the Flushing Company's yard and together with some loose column plates will be shipped by truck tomorrow to the shop of Adam Happel at East 93rd St. to have some fillet plates made and shipped the following day (Thursday) together with some new columns which are also being made at the Happel plant.

Arranged for a Howes' truck to call at the National Bridge Works tomorrow morning to secure the entire balance of additional roof truss material. If not to big a quantity for one truck it will be delivered to the site tomorrow.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Monday Sept. 29, 1919.

13 steel setters at work rivetting up trusses and assembling girts. Arrangements for securing the brackets between the columns and the roof trusses were completed and same will be immediately sent to the site.

Owing to a hold up by the Flushing Company for additional payments before permitting further material to be removed, no preparations were made for loading a Howes' truck this morning and the truck had to be sent back to the garage. The matter was straightened out later in the day and additional columns prepared for loading tomorrow morning and arrangements for the truck to return at that time. This load will carry 4 columns (possibly 6 if two others can be successfully straightened out) and additional shoes for two columns already delivered without shoes as well as shoes for new columns being made to complete the total number required.

It is expected that all steel required for all purposes will be at the site before 5 P.M. on Wednesday, October 1st.

There is already an ample supply of steel members at the site to keep the force at work until the arrival tomorrow and the next day of additional steel. The assembling of trusses and the erection of girts may continue in the meantime.

Advised by Mr. Wortman that the representative of the Cement Tile Company called yesterday and was advised to comply with written instructions of the 26th instant to ship not later than Monday the 29th instant. Upon calling by phone Mr. Meyer of the American Cement Tile Co advises that the cars are being loaded today with tile and will be sent out as soon as fully loaded. He estimates that 4 cars will be required to make complete shipment and that they should arrive at Mamaroneck during the current week, i.e. on or before October 4. He promised to go to the works tomorrow to see that there was no misunderstanding about the urgency of prompt shipment.

RUSSELL B. SMITH ENGINEERS.

BY

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Saturday, Sept. 27, 1919.

One motor truck load (Krisch) consisting of parts for 5 additional complete roof trusses delivered at the site together with some girts.

4 Steel setters at work erecting under Holl's contract. Additional men expected did not report and endeavors were made to secure additional men to work tomorrow, Sunday. The 4 setters worked overtime at double rates this afternoon.

R.B.S. visited the site and it was decided with Mr. Wortman to instal the brackets for support running at 45 degrees from columns to lower chord of roof trusses at each column on each side of the building; the material to be the same as was originally used for this purpose and is now in the stock of the Flushing Co.

The prearrangement of the representative of the roofing company was not observed by that company.

Sunday, Sept. 28, 1919.

12 steel setters at work. Erecting the first truss into place about 2 P.M.

D. W. GRIFFITH COLLECTION
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2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Friday, Sept. 26, 1919.

Instructed the American Cement Tile Co to have their roof tile delivered to the site during the coming week and start setting of the roof in place beginning at 8 A.M. Monday, October 6th. They advised by telephone that this program would be followed and that their foreman would go to the site tomorrow afternoon, the 27th instant to make the necessary arrangments for hauling the tile from the railroad to the site and ~~to~~ further to keep in close touch with the progress of the steel in order to lay tile at the earliest possible day. Their foreman was referred to Mr. Wortman for any information that might be of assistance to them in arranging their hauling from the railroad to the site.

The program for tomorrow includes the delivery of material from the National Bridge Works for 5 more additional trusses complete via Krish's trucks and 4 additional columns and some columns shoes from the Flushing Company stock via Howes.

RUSSELL B. SMITH ENGINEERS.

2M-8-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Thursday, Sept. 25, 1919.

The motor truck of Krish & Hochenberger loaded with roof truss parts at the National Bridge Works at noon but the chauffeur refused to move same claiming that the over hang of the steel was too great. His employer, Krish, being appealed to was also unable to get him to move and secured a longer truck and reloaded the material making it too late to get to the site today, but promised to leave at 6 A.M. tomorrow. This load carries the portion for five complete trusses.

Arrangements were made with Holl, erector, to work through Saturday afternoon and Sunday and to provide additional gang of rivetters on the roof trusses. This gang to be at work tomorrow morning.

Up to tonight there were 19 columns in place out of a total of 34. Arrangements were completed for delivery of grits and additional columns on Saturday which if loaded too late for delivery on Saturday said delivery will be made Sunday morning.

One set of top chords laid out at the site preparatory to assembling.

Mr. Wortman reports having secured the counter sunk bolts as requested by Mr. Sontag.

One long reach motor truck (Howes) delivered Holl's long pole to the site, the charge for the transportation of which is a credit against Holl's contract.

Paid by check of the D.W. Griffith Studio to the Howes Transportation and Contracting Company $526 being in full to and including today.

Erecting diagram complete today.

RUSSELL B. SMITH ENGINEERS.

BY

D. W. GRIFFITH COLLECTION
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ZM-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Wednesday, Sept. 24, 1919.

The Howes' trucking reported as transporting one load of steel yesterday to the site, including 10 top chords of roof trusses, all lefts.

One long reach motor truck (Howes) delivered today 10 roof trusses top chords, all rights.

Telephoned Mr. Wortman to instruct the steel setters to omit the setting of column C8 for the present as it is 3 feet too long owing to the footing having been built too high. This column will be cut off and its shoe moved up 3 feet. Also asked him to instruct the setters to set column C7 and C7X at the corners of the building where the masonary wall will be built in order that the mason work might proceed.

Mr. Wortman advises that there were no shoes for the 2 columns which are 1 ft. 3 inc. longer than the rest on the side toward the residence. It was immediately arranged on the next load, additional shoes to provide for these two columns as well as for other new columns which are being made to replace those too badly bent out of the old stock.

The National Bridge Works report that they will deliver to our truck at their works tomorrow morning, complete material for 6 roof trusses instead of the 3 as promised and at least 3 more additional on Friday. Arrangements were made with Krisch & Hochenberger to transport this material to the job.

RUSSELL B. SMITH ENGINEERS.

To Mr. Wortman:-

Mr. Banzhof writes requesting me to draw to your attention the matter of ordering coal for heating.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER Rain DATE Tuesday, September 23, 1919.

One long reach motor truck (Howes) delivered a load of top chords on the roof trusses from the Flushing Company to the site.

Notified the National Bridge Works of the change in the program of transportation which reduces their contract price on account of having least fabrication to do as the steel erector, at the site, will provide the assembling which would otherwise have been done at the shop if water transportation was available.

The National Bridge Works have arranged for overtime work and guarantee to deliver to us on our trucks Thursday of this week, the 25th instant, complete parts of three roof trusses which will be delivered to the site during the day and the next day, the 26th instant, complete materials for three additional roof trusses; the balance of the material to follow along in like order.

The erecting contractor (Howell) was advised of the change in the program and requested to submit a price on the assembling of the roof trusses at the site.

In view of the change in the location of the tile walls it was necessary to alter the proposed spacing of roof purlins in order to allow a 6 inch eave over hang on the roofing tile. This was arranged during the day both with the tile roofing contractor and also on steel details.

Accepted the offer of Adam Happel, Inc., for all necessary tie rods for the full amount of $220.00 F.O.B. the site.

Arrangements for tomorrow include the hauling of three additional columns and the balance of the load in top chord s on roof trusses. This load should arrive at the site about 4 P.M.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Monday, Sept. 22, 1919.

Long reach motor truck (Howes) loaded with the following columns which will be delivered to the site early in the morning as the loading was too late to make delivery today: 5 columns marked C 2X -- 2 columns marked #3 (or #4).

Notified Sontag of change in tile wall construction to be outside of the line of the columns instead of within as previously arranged and necessitating turning the longitudinal angles out instead of in.

Paid to the Flushing Company the third One thousand dollars ($1000) installment on account of purchase of steel, payment being made direct by Mr. Epping on our approval.

Having received no report from the New Rochelle Boat Line during the day it is decided to transport all steel to the site by truck, the steel erector to fabricate same there.

RUSSELL B. SMITH ENGINEERS.

2M-3-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Sunday
Sept. 21, 1919.

Yesterday afternoon met Mr. Epping at this office and the matter of switching the type of construction from the present arrangement of steel to that of wood was discussed with the idea of determining the most expeditious method of completion. The details of the steel progress now under way were explained to Mr. Epping whereupon he telephoned to Mr. Wortman stating that in his opinion and in view of the statements made to him by R.B.S. that it would be best to follow the original program of steel construction.

Sunday A.M. R.B.S. visited the site and discussed the program of procedure with Mr. Wortman informing him of the details of the program as now arranged and as under way which were as follows:

1. Delivery of the columns would continue as in the past.

2. The steel for the roof trusses available at the yard of the Flushing Company will either be delivered to the National Bridge Works for complete fabrication or delivered by truck to the site for fabrication at the site dependent upon advice tomorrow from the New Rochelle Boat Line as to whether they can offer a lighter for transportation by water.

3. Should the steel be delivered by water the National Bridge Works will fabricate each truss in two pieces in order to eliminate field work at the site; it being impossible to arrange water transportation the steel for the trusses will be delivered by truck tomorrow and the different members assembled by the steel erector at the site, the National Bridge Works supplying the missing parts which will also be delivered by truck.

4. The National Bridge Works are to report tomorrow as to how much better their schedule can be improved through overtime work after consultation with their shop foreman as to the attitude of the shop men.

5. The erector begins erection of the columns tomorrow morning and to continue until all columns are erected.

6. The steel angles running longitudinally around the building are to be delivered the latter part of the current week in order that all the columns may be tied in and the mason work of the tile walls commenced.

It was decided to build the 4 inch tile walls outside of the line of the steel columns, facing the supporting angles with one leg out instead of in, as previously arranged. This will eliminate pilasters at the columns.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Saturday, Sept. 20, 1919.

One long reach motor truck (Howes) transported the following steel to the site:

6 columns marked C 2 X.

In yesterday's report it was stated that 8 of these columns would be received today but there being only 6 loaded at 5 P.M. the truck man proceeded with the 6 columns.

There will be two additional truck loads of columns delivered on Monday.

Conference with Davis of the New Rochelle Boat Line indicates that it will probably be possible to arrange for lighting the roof trusses to the site. He will report definitely thereof on Monday.

Telephoned advise Mr. Wortman stating that a telegram from the coast advising him to spare no expense in materials or time and to rush the completion of the building as Mr. Griffith expects to start operations at the site by October 15th.

Mr. Wortman states that unless some definite promise of completion date of the steel can be definitely determined, he believes he is justified in eliminating the steel construction and put on a force of carpenters on Monday next, the 22nd instant to build wood trusses stating that he thought he could complete the building within ten days thereafter. Advised Mr. Wortman that I would report back to him by telephone as to the exact time in which the steel construction would be completed but failed to reach him after several attempts by telephone.

In the meantime discussed the matter of over time work on the roof trusses with the National Bridge Works and their Mr. Royer will endeavor to arrange with his shop men to work overtime in order to make better deliveries than those already promised.

The steel erector (~~Venhall~~ Ben Holl) is under instructions to begin the erection of the columns already delivered, on Monday Morning the 22nd instant and since is foreman advises Mr. Wortman that he did not expect to begin erection on the columns before Wednesday . The understanding arrangement with Ben Holl was again confirmed and erection of the columns will begin on Monday.

From all possible information now in hand there is no reason to believe that the erection of the steel and the tile roof should not be completed in place before October 15th.

Received from the American Cement Tile Co. approval of drawings of roof purlins sent to them.

Received from National Bridge Works acknowledgment of the receipt of detail drawings and requesting some minor details of information which was immediately supplied and confirmed by mail also advising them to deliver the complete trusses to the Degnon Dock of Newton Creek.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

a.th. T.B.

CONTRACT Griffith Studio Larchmont. WEATHER DATE Friday, Sept. 19, 1919.

One long reach motor truck (Hawes) transported the following: steel to the site:-

1	Column	marked	C 7
1	"	"	C 7 X
1	"	"	C 8 X
3	Columns	"	C 2 X
6			

Another long reach motor truck (Hawes) loaded today and will leave at 7 A.M. tomorrow morning with 8 columns marked C 2 X.

This will total 18 columns out of 36 required.

Mr. Davis did not report today in reference to transporting the roof trusses by water. Will follow this up tomorrow.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

Griffith Studio
Larchmont

DAILY REPORT

a.H.T.B

Thursday,
Sept. 18, 1919.

CONTRACT ..... WEATHER ..... DATE .....

Closed agreement with the National Bridge Works for fabrication of the 13 steel roof trusses and delivered to them five prints of the detail drawing. The terms of the agreement provide for delivery within two weeks during which time there are to be partial deliveries as fast as trusses are fabricated.

Had conference with the American Cement Tile Co. and the details of the purlins were agreed to and two prints of the details left with them.

Messrs Sonntag and Hall endeavored to arrange delivery by water, via New Rochelle Boat Line but not being entirely successful the arrangement for transportation by two long swing motor trucks tomorrow was not interfered with. We will continue endeavors to have the trusses transported by the boat line if possible.

RUSSELL B. SMITH ENGINEERS.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

a.H.T.B

CONTRACT Griffith Studio Larchmont WEATHER DATE Wednesday, Sept. 17, 1919.

In reference to the structural steel trusses a revised proposition received in writing from the National Bridge Works, which after further discussion Messrs Sonntag and Hall of this office, were again revised in the interest of expedition.

At the suggestion of Mr. Wortman by phone, got in touch with the New Rochelle Boat Service and were advised by them that they could accommodate our largest piece of steel being 34 ft long and approximately 2 tons in weight. Will investigate their accommodation for loading, carrying and discharging these larger members and if possible will make use of their service, as Mr. Wortman reports that they will make deliveries to the site eliminating any hauling at the Mamaroneck end. The negotations with the National Bridge Works, above mentioned, were conducted on the theory that the Boat Company could accept members 34 ft long and 12 ft wide permitting of a larger percentage of shop refitting and consequently fewer members to assemble at the site.

The working details of the trusses were completed at 10 A.M. with the exception of the location of the holes in the upper chord which were left unlocated until confirmation of the exact location can be secured from the American Cement Tile Mfg. Co. the decision upon which was arranged for 9 A.M. tomorrow; it being impossible to arrange same today in view of the Tile Company's representative's absence from town. This does not delay the National Bridge Works' progress under the arrangements consumated with them today.

It is suggested that it might be well to consider a 1 inch furred space on the outside of the tile walls as a precaution against seepage through the walls and also sweating on the inside of the walls. This is left for Mr. Wortman's decision.

Mr. Reed reported that he was ready to discuss the question of installation of a sprinkler system and he was advised to take this up direct with Mr. Wortman.

RUSSELL B. SMITH ENGINEERS.

By Russell B. Smith, C.E.

2M-9-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studios. WEATHER DATE Tuesday Sept. 16, 1919

Ordered ten 5 gallon cans of red paint shipped by freight to Russell B.Smith, c/o Griffith Studios, Marmaroneck, N.Y.

Received from Mr. Epping, $1000. as the second installment on the purchase of steel and delivered same to Mr. Hockman of the Flushing Co. receiving his receipt therefor.

On account of the difficulty in securing long trailer truck, no steel delivered today but arranged for loading of same at 7 A.M. tomorrow morning to carry the columns and the top members of the roof trusses.

Received bid from National Bridge Company for fabrication of roof trusses based on using all new material and the negotiating with them for the substitution of the Flushing Co. material at 4¢ per pound credit as against 3¢ which we are paying for same and proceeded with the detailed drawings of the trusses in preparation for closing a deal with them tomorrow morning, under the terms of which the lower chord of the roof trusses will be reinforced as per their estimate for the carrying of additional weight of the tile roof and all light clusters hanging from the trusses, as well as for the spacing of the purlins to accommodate the roof purlins in accordance with the requirements of the cement tile roof. The arrangement with the National Bridge Co. provides for delivery of all the trusses within two weeks during which time the steel erector is to be kept busy with the trusses supplied by them.

RUSSELL B.SMITH ENGINEERS.

By Russell B. Smith, C.E.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Monday
Sept. 15, 1919.

Load #4 delivered to site by Kreish & Hochenberger from the Flushing Co. as follows:
25 lattice braces 12'6" long (complete)
35 - 5" channel roof purlins.

Closed contract with Ben Holl for erecting the entire job on the site for $4,000.; this being the lowest satisfactory bid for the work.

Holl had delivered to the site during the afternoon part of his equipment and proposed to start setting ~~[illegible]~~ tow plates tomorrow morning.

Received from Mr. Epping the following:
1 - Check payable to Russell B. Smith Engineers in the amount of $1,000. to refund same amount paid to the Flushing Co. for steel.
2 - Check to Russell B. Smith Engineers in the amount of $85.00 refunding same amount paid to Kreish & Hochenberger for hauling loads 1,2,& 3.
3 - Check payable to Co-Operation Co. in the amount of $83.75 for drafting of plans and details up to and including Sept. 12th.

Having drawn from the stock of the Flushing Co. more than 25 tons of steel we are called upon tomorrow for a second installment of $1,000.

RUSSELL B. SMITH ENGINEERS.

By Russell B Smith, C.E.

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2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Saturday Sept. 13, 1919.

Loads #3 and #2 delivered at the site by Krisch & Hochenberger from the Flushing Co. as follows:

#2 - 120 purlins being 5" channels 12'6" long.
#3 - 110 " " " "
12 base plates 30"x30"x1½"
2 #5 columns 20' long (for end wall)

Called in National Brige Co. for estimate on roof trusses which cannot be made up complete from the material on hand at the Flushing Co. They promised their estimate on Monday the 15th inst. together with their quickest time of delivery.

Visited the site during the afternoon with Mr. Sonntag (our structural steel engineer) at which time it was decided in the interest of economy to eliminate all steel from the end wall nearest to the residence and build in place thereof a 12" hollow tile wall.

RUSSELL B. SMITH ENGINEERS.

By Russell B. Smith, C.E.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Friday Sept. 12, 1919.

One load of structural steel delivered from the Flushing Scrap Iron & Metal Co. via Kriech & Hochenberger truck, consisting of 30 base plates 30"x30"x1½" (load #1)

Set of plans delivered to Mr. Reed for insurance purposes.

Drawings of the structural steel being revised to comply with the result of our complete inspection of the steel on hand at the Flushing Co.

RUSSELL B. SMITH ENGINEERS

By Russell B. Smith, C.E.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studios WEATHER DATE Thursday Sept. 11, 1919.

Arrangements were completed for the purchase of the steel removed from the Brooklyn Navy Yard, with the Flushing Scrap Iron & Metal Co., on the following basis:

Delivery on trucks furnished by purchaser at $60. per ton; all columns, bed plates, roof purlins, parts of trusses, angles and all other parts, all clean and hole clear as selected by us at 2% discount as follows:

Upon delivery of 20 tons, $1000., 15 tons additional, $1000., 15 tons additional $1000; with the proviso that should shipments not require the full third $1000., that any material not included in the first two payments to be paid for at the rate of $60. perton on receipt.

Arrangements completed with Krisch & Hochenberger for hauling steel from Brooklyn to Marmaroneck.

Closed contract with American Cement Tile Mfg. Co. for the furnishing, delivery and installation of the roof tile in the total sum of $5,150. (see report of 9th inst indicating that this type of roof is the most economical).

Completed set of general drawings; endeavoring to place same in Mr. Hanzhaf's hands as he left for Los Angeles but failing in this, mailed set to him at Los Angeles c/o D.W.Griffith.

Advised by Mr. Epping that he would have no funds available for the payment of materials purchased by us until the 15th inst. and thereupon in the best interests of the speed of construction, we paid out necessary amounts including the first $1000. under the agreement with the Flushing Scrap Iron & Metal Co.

RUSSELL B. SMITH ENGINEERS.

By Russell B. Smith, C.E.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

Studio

CONTRACT Griffith Studio Mamaroneck WEATHER DATE Wed. Sept.10, 1919.

GENERAL SUMMARY OF ESTIMATED COST.

From report of Sept. 6th and 9th:-

Structural steel	$25,000.	
Side walls (masonry)	4,200.	
Plastering (exterior only)	2,100.	
Roof	5,150.	
Main floor (Stage)	4,860.	
Windows and doors	1,560.	$42,870.

To these figures must be added the cost of the foundations (which are already practically installed) and also the following:- Ventilation (estimated at $1,500 complete) Electric wiing, Heating, Painting, Plumbing (if any), and the sprinkler system. The installation of the sprinkler system depends entirely on the attitude of the Insurance Exchange as to the premium charge on "contents" with, and without sprinklers, the difference in charge being more or less equal to the interest on the investment necessary to pay for the sprinklers. The system may be installed at any time after completion as economically as at the time of construction.

Visited the site during the day. R.B.S. had conference with Wortman and all pending decisions agreed to. The foundation work well under way and will be ready for steel by abouh the 15th inst.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Tuesday, September 9th, 1919.

Terra cotta wall tile:

Length of bldg. 175'
Width " " 85'

260' x 2 * 520' x 34' high * 17,680 sq.ft.
Gables 85 x 22 * * * * * * * 1,870 " "
19,550 " "
Pilasters: 34 x 34' high x 16" wide * * * * * * * * * * * * 1,541 " "
21,091 " "

21,091 sq.ft. tiles @ 12¢ (material)
" " " laying @ 8¢ (labor and mortar)
" " " @ 20¢ (total in place) * * * * * * * $ 4,200.

* *

Plastering of Exterior Only:
21,091 st. ft. @ 10¢ (including Water-proofing Compound) $ 2,100.

* *

Roofing Tile complete in place:
Bid of American Cement Tile Co. * * * * * * * * * * * * * $ 5,150.
Alternates:- (17,336 sq. ft.) *
#1 Note: Concrete roof, with waterproof finish, @ 40¢ would amount to $6,934.
#2 Note; Wood roof, with waterproofing finish, would cost as follows:
17,400 sq. ft. x 2" thick * 34,800 ' B.M. @ $70. * $2,436. (lumber)
34,800' B.M. @ $25. per M. (labor and nails) * * * 870.
Sleepers for purlins; (2" x 3")
25 purlins x 174' long * 2,175' B.M. @ $60 * * * * 132. (lumber)
Labor and bolts * * * 2,175' B.M. @ $40 * * * * 88.
Waterproofing, 5-ply (insurance requirements) @ 10¢ 1,740.
5,266.

Decision: Adopt Cement tile roof, which meets all requirements of fire insurance, durability, appearance, and water-proofness, and is cheaper.

Main Floor (or Stage):- Foundations laid out in 8' squares.
Beams 6" x8" * 9 pieces x 174' long * * * * * * 6,300' B.M.
Joists 3" x 8" * 130 pieces x 10 panels x 9' lg 23,400' B.M.
Lumber 29,700' B.M. @ $65. $1,930
Flooring 1"x 4", 174 x 84 * 14,616 sq. ft. *
Add 30% for matching * * 4,500
19,116' B.M. @ $90 * * * * * * * * 1,710.
Labor and Nails on 48,800' B.M. @ $25. * * * * * * * * * * * * 1,220.
Total for floor system * * * * * 4,860.

Windows: 14 standard, double hung, on the Sound side only, high up:-

		Wood		Fireproof
	@ $30	$420.	@ $50	$700.
Doors: 5 standard hinged, as indicated:	@ 25	350.	@ 40	560.
One large, two-leaf sliding door in end		225.		300.
		995.		1,560.

Decision: Adopt fireproof windows and doors on account of more than commensurate saving in fire insurance.

Ventilation will be provided later. A 5-foot Typhoon fan in the gable at each end driven each by a small motor on a shelf is recommended; the outside to be protected by louvres to keep out weather and light. If installed at this time, they would cost about $700 each, a total of $1,500 complete.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio WEATHER DATE Monday, Sept. 8,1919.

Having arrived at the decision to combine the steel available as removed from the Brooklyn Navy Yard, with whatever new steel will be required, it became necessary to prepare at once a set of detail and general drawings, which will also serve in adjusting the insurance rate.

The new steel details will provide for the supporting from the roof trusses of such lighting units as may be required, and also the reinforcing of the trusses sufficient to carry a fireproof roof.

All of the plans available at the Navy Yard were secured (blue prints) and the new computations based upon these.

Estimates of the detailed cost on the entire work being prepared.

A force set to work on both general plans and detail plans.

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio Mamaroneck WEATHER DATE Sat. Sept 6th,19.

Weight - Tonnage

168	Anchorage bolts, 120x56	6720
42	Bed Plates 30x30x1½	15,750
42	columns and base plates	107,000
13	New trusses reinforced	88,000
	Purlins	30,000
	Tie rods	2,000
	Girts, struts, and E members	104,000
		353,470#

177 tons required for above layout.

Suggestions - Follow method "B"

Use any and all parts of Rosen stock that has a fabricated element and that will not effect construction or time. This possibly will reduce cost of Method B as given on page 1.

Do not buy trusses for the dismembered Gusset parts. Rosen to provide same in good condition, at 3¢ per pound. Provide for hauling separate from setters. Do not divide setters time in haulint and setting. Setters to concentrate. Setting thoughts at Larchmont.

Decided; To award contract for steel assembling, another for steel erection, and another for transportation.

2M-5-19

RUSSELL B. SMITH ENGINEERS
INCORPORATED
SUPERVISING ENGINEERS

DAILY REPORT

CONTRACT Griffith Studio Larchmont WEATHER DATE Saturday Sept. 6, 1919

Report showing condition of Steel - Brooklyn Navy Yard - Larchmont.

Condition

Trusses entirely dismembered except for top and bottom chords. In view of this condition and since trusses should be reinforced for additional roof load and loads for hanging purposes, I recommend 13 new trusses be made providing for the added requirements.

Columns - 24 columns in good shape, being 16 side columns and 4 corners, 4 ends possibility of repairing six others are good, but at least 12 new columns will need be made new as possibilities of repair are beyond reasonable hope.

Bed Plates for foundation in good shape.

Purlins in good shape.

Girts, struts, and E members poor shape, practically all to be remade

Comparison of Costs "Method A" using material as existing in Brooklyn Yard.

177 tons @ $60	(Rosen stock)	10,620.
177 " " "	cost of refitting	10,620.
hauling and erecting		
1 Shop coat paint - Rivets listing, drafting		1,760.
		23,000.

Trusses would be required to be reinforced and purlin holes redrilled as centers are now 3'1½" and required at 4' cost 2,000.

12 new columns at least would be required new cost in addition 1,000

Girts, struts and E members being smaller parts are in poor condition and in the greatest majority would be made new - added cost 3,000

Final cost "Method A" - $29,000.

Cost "Method B" as provided and listed below.

168 - 12x5x6 Anchor Bolts (R.B.S.)			$568.
42 Base plates 30x30x1	Rosen		473.
42 " " 30x30x1	"		315.
30 Columns	"		1980.
12 New Colums	R.B.S		1800.
13 new Trusses	" "		5640.
All purlins	Rosen		900.
Tie rods	R.B.S		200.
Girts, struts, and E members, braces for tusses,		R.B.S.	6540.
Rivets, paint and draughting			1760.
Erecting			5000.
Carting - Rosen material			700.
			$25,946.

Cost "Method C" New steel Job - $32,700.

Sept. 8, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York,,N. Y.

Dear Mr. Epping:

Are you holding any mail from this office to Mr. Frank R. Wilson, care of Mr. Grey? If so, please forward it to Mr. Wilson care of the Treasury Department, Washington D. C.

Mr. Wilson is to be connected with Mr. Griffith as soon as he finished his work with the "War Loan Organization," office of the Director of Publicity. I understood that Mr. Wilson made irregular trips to New York and that mail addressed to him care of Mr. Grey would reach him, but I am just in receipt of a letter from him which indicates that he has received no mail from us.

Yours very truly,

ECB:LW,

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT 9846 9847
418 LONGACRE BLD'G.
NEW YORK

September,
8th,
1919.

Mr. E. C. Bidwell,
c/o D. W. Griffith Studio,
4500 Sunset Ave.,
Los Angeles, Cal.

My dear Mr. Bidwell:-

Enclosed find Yankee Doodle statement for month ending August 31st. This will be the next to the last statement. Additional revenue to be derived will be the net returns from New York City estimated at $20,000.00 and profit from the New England States plus profit from the Pittsburg engagement.

There are other royalties due Sennett and our net profit I think will be between thirty-five and forty thousand dollars.

I am winding up my affairs and will leave here on September 18th definitely.

Sincerely,

Sol L. Lesser

SLL:MW

Statement-Month ending Aug.31st,1919.

Expenses		Earnings	
Cost of Rights	$85,250.00	Sale of rights	$186,750.00
Prints	2,589.71		
		Earnings(Company)	25,365.12
Royalties	14,361.98		
Salary	4,738.40	Salary Refund	1,427.60
General Expense	4,970.70		
Advertising (Journals)	2,294.07		
Travel	311.37		
S.F.Office Overhead	1,300.00		
Legal Expense	550.00		
Commissions	2,287.35		
N.Y.Advance	2,834.58		
Poster Purchases	20,206.44	Poster Sales	17,731.69
Co.Advance #1	4,982.32	Refund advance Co.1	2,993.75
" " "(Colorado)	3,349.86		
" " "(Broadway)	6,280.56	" " "	4,886.28
" " "(Chicago)	2,199.49	" " "#1	1,533.15
" " #2	3,213.24	" " "#2	2,661.96
" " #3	188.61	" " "#3	188.61
" " #4	3,859.27	" " "#4	1,508.04
" " #5 (Loss)	3,353.01		
" " #6 (Loss)	4,505.03		
" " #7 (Loss)	9.00		
" " #8	4,113.29	" " "#8	2,466.24
" " #9	743.98	" " "#9	64.00
" " #10	1,271.40		
" " #11	1,240.57		
" " #12	1,523.10		
" " #14	1,164.69		
" " #15	1,104.96		
" " #16	237.12		
" " #17	237.12		
" " #18	500.48		
" " #22	253.60		
" " #21,23,24	1,871.46	" " "#21	2,000.00
California Co.	1,056.23		
Costumes	11,282.60	Costumes refund	4,750.00
Wardrobe Account	1,026.57		
Equipment	14,080.55		
Surplus	38,983.73		
	254,325.44		254,325.44

Accounts Receivable	19,564.73	Accounts payable	21,781.70
Cash	12,638.70		
War Tax	25.00		
Bills Receivable	28,500.00		
Furniture & Fixtures	37.00	Surplus	38,983.73
	60,765.43		60765.43

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures - Artcraft Pictures

485 FIFTH AVENUE
NEW YORK CITY

September
Eighth
1919

Mr. E. C. Bidwell,
D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Sir:

In reply to your favor of the 2nd instant, we beg to advise that we have taken this matter up again with Mr. J. C. Epping. He states that he has communicated with you and that the matter is now satisfactorily settled.

Very truly yours,

FAMOUS PLAYERS_LASKY CORPORATION

H. J. JANTZER
Accountant

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF GENERAL MANAGER

September 8, 1919

Mr. D. W. Griffith,
Hollywood, California.

Dear Mr. Griffith;

We are enclosing copy of letter just received from our Sales Manager in Philadelphia; also a list of the eliminations and changes required by their State Board of Censorship. We should greatly appreciate it if you would arrange to see that the prints shipped to Pittsburgh and Philadelphia have the necessary changes and eliminations made in them.

Yours very truly,

Hiram Abrams
GENERAL MANAGER

A/R

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September Ninth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I enclose herewith check for $1466.58 of the C series and $143.50 for "Great Love".

The $100.00 credit shown on "Greatest Thing in Life" is the $100.00 due us and of which I wrote you in my last letter.

I wish to call your attention to an item of $151.62 for "True Heart Susie". This is supposed to represent 62-1/2% of a London print which they claim they paid to you. I have no such invoice nor can I trace this payment on your cash receipts. Please look this up at once and wire me so that I can claim credit for this, or if you have received payment for such a print and have failed to send me the invoice please also let me know so that I can correct my records.

Yours very truly,

Thos.

JCE:EMD.

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION HELD September 9, 1919.

- - - - -

Mr Banzhaf

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:20 o'clock p. m. on the 9th day of September, 1919.

Present: Messrs. Banzhaf, Burkan, O'Brien and Price, constituting a majority of the Directors.

In attendance: Mr. F. H. McAdoo.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, Secretary of the corporation, acted as Secretary of the meeting.

The Secretary read the minutes of the special meeting of the Board of Directors held on August 28th, and upon motion duly made, seconded and unanimously carried, the minutes were approved.

On motion duly made, seconded and unanimously carried, it was

> RESOLVED, that the President and the Treasurer be, and they hereby are authorized to open a bank account in behalf of the corporation, with the Citizens Bank and Trust Company of Louisiana, New Orleans, La.

The President presented statements showing contracts executed to the close of business Sept. 6th, 1919, for the photoplay "His Majesty, the American" and "Broken Blossoms".

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

SEP 10 PM 2 37

RECEIVED AT BROAD ST N.Y.

Griffith Main Studio

A 342KS 10

1919 SEP 10 PM 2 21

FY LOSANGELES CALIF 1046A 10

A H T BANZHAF [2057

2 RECTOR ST NEWYORK NY

WHO SHALL I MAKE CHECKS FOR TWENTY THOUSAND PAYABLE TO

D W GRIFFITH.

WESTERN UNION

CLASS OF SERVICE | SYMBOL

Sept 10, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

When you were out here last April you will recall that you subtracted three checks from my personal account as follows:

A. H. T. Banzhaf.....	$120.00
A. L. Grey.....	600.00
D . W. Griffith Studio...	280.00
	$1000.00

It was intended that the $1000.00 check then on hand in our cash drawer drawn by the 1st National Exhibitors was to be endorsed by Mr. Griffith and deposited to my account to cover the three checks mentioned above. Mr. Griffith left for the east about that time and when I spoke to him in regard to endorsing this check he simply said he would see Mr. Schwalbe in New York. While Mr. Griffith was east Mr. Grey and Mr. Banzhaf had cashed the checks that I had brought and I soon received notice from the bank that my account was overdrawn. Therefore I was obliged to take a check from the studio funds for $1000.00 to cover these three items, which the studio had charged to me.

Later on, when Mr. Griffith returned and we started 1st National pictures Mr. Schwalbe applied this particular $1000.00 against the 1st payment due us on production of the 1st National pictures, thus depriving the studio or myself of this amount to cover censorship charges, as we had planned when you were out here. This left an item on our trial balance showing me indebted to the studio for the $1000.00 which the studio gave me to protect my personal account. On explaining the matter to Mr. Griffith he said to credit my account and charge it to publicity expense, which was done, as per our journal entry #297, our report #94 of August 30th.

Price-Waterhouse people in making their audit have questioned this transaction and have asked for my vouchers. You will recall that you wrote the checks yourself and brought them to me for my signature but I never received any vouchers from you either for the check to Mr. Banzhaf or the check to Mr. Grey, and I wish you would kindly forward receipted vouchers to me now for my files. My recollection was that the total expenditures were around $1400.00 and the $1000.00 check was pro-rated in the proportions of my three checks, each party receiving an equal percentage of the amount expended for censorship purposes. Of course I have the cancelled checks but it was careless to let such a transaction slip through without a more careful record being kept some place. Inasmuch as Mr. Grey and Mr. Banzhaf's bills did not go into studio records they are not with our regular studio voucher files and if there were bills at that time they have been misplaced as I am unable to find them now.

Your early attention to this will be greatly appreciated.

Very Sincerely,

ECB/BB

Wark

September 10th 1919.

Messrs. M. Rosenberg & A. Rosenberg,
Co-partners transacting business under the name of
DE LUXE FEATURE FILM COMPANY,
Seattle, Washington.

Gentlemen:

The undersigned, the WARK PRODUCING CORPORATION, hereby consents and agrees to the modification of your contract with said Corporation under date of March 13th 1917, wherein you leased the exhibition and exploitation rights of the photoplay "INTOLERANCE" for a period of Ten (10) years from the aforesaid date for the territories of the following states: Oregon, Washington, Idaho and Montana, to be modified and amended as follows:

FIRST: Your Company is to re-assign and on the acceptance of this letter you do hereby re-assign all your rights, title and interest in and to said contract for the exhibition and exploitation rights of said photoplay "INTOLERANCE" to the undersigned for the territories of Idaho and Montana, in consideration of which assignment the undersigned hereby agrees to lease to your Co-partnership the photoplays entitled "The Fall of Babylon" and "The Mother and the Law", which said photoplays have been re-edited and re-cut from two of the episodes taken from "INTOLERANCE" for exhibition and exploitation purposes by you to the end of the term of your present aforesaid contract in the States of Oregon and Washington.

SECOND: It is further agreed that you are to handle as agents for the undersigned the exhibition and exploitation rights of the photoplays "The Fall of Babylon" and "The Mother and the Law" for a period of one year or longer at the option of the undersigned, the said photoplays in the territories of the States of Idaho and Montana, you to pay to the undersigned for said rental Sixty-five (65%) percent of the gross receipts received by you from exhibitors for the exhibition of said photoplays, said Sixty-five (65%) percent of said receipts to be payable monthly to the undersigned and be accompanied by duplicate contracts which you may have with exhibitors for this purpose. All the other terms of the contract between you and the undersigned under date of the 13th day of March 1917 are to remain in full force and effect, except as to those paragraphs

Signed copy at Museum Office

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

or parts thereof
/which may be inconsistent with the above modifications.

Kindly sign the acceptance below, indicating your acceptance to the terms and modifications herein contained.

Very truly yours,

WARK PRODUCING CORPORATION.

By
.....
President.

ACCEPTED By DE LUXE FEATURE FILM COMPANY.

By.....

and .....

Co-partners doing business under the above firm and style name.

AHTB/CD

MUSEUM OF MODERN ART COLLECTION

Sept. 10, 1919.

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Grey:

On May 17th I wrote you enclosing a check for $2,500, payable to Morris Gest, which I understood was due him in settlement for his connection with Mr. Griffith in "HEARTS OF THE WORLD".

"HEARTS OF THE WORLD" matters have been closed out and we had no "HEARTS OF THE WORLD" funds on hand, so this check was taken out of regular studio funds. In my letter I asked you whether this should be charged against Mr. Griffith's personal account or whether it should be charged to a separate account against Mr. Griffith. We never have received a reply from you and the Price-Waterhouse auditors have raised the question in regard to this entry. Will you please advise me so that proper record may be made of this transaction.

Yours very truly,

ECB/BB

U. A. Co

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

Sept. 10th, 1919.

Mr. Albert H. Banzhaf,
Attorney-at-Law,
2 Rector St.,
N. Y. City.

My dear Mr. Banzhaf:-

The following is a list of disbursements for the tickets to Los Angeles:

2 round trip tickets.....	$157.18 each
Total.....	$314.36
Compartment - New York to Chicago.....	15.12
Compartment - Chicago to Los Angeles.....	39.42
Total.....	$368.90

We leave on the Twentieth Century Thursday, September 11th, at 2:45. I will meet you at the gate in the station, or, should I see you in the meantime, I will give you the tickets.

I have sent my check to Mr. Godsall for the above amount.

Sincerely,

Dennis F. O'Brien

DFO'B-T.

SID GRAUMAN, Managing Director

D. J. GRAUMAN, President

GRAUMAN'S MILLION DOLLAR THEATRE

BROADWAY AT THIRD

LOS ANGELES
CALIFORNIA

Sept.10, 1919

My dear Mr.Griffith:

Your most cordial invitation was received by me and while I greatly appreciate your courtesy, regret being unable to attend your premier as I am leaving for New York, tomorrow.

With best wishes for your continued success, I am

Sincerely yours,

Sid Grauman

Mr.D.W.Griffith,
Los Angeles, Calif.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

CLASS OF SERVICE DESIRED	
TELEGRAM	X
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVER'S NO.
CHECK
CASH OR CHARGE
TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

New Studio

SEPTEMBER 11th 1919.

DAVID WARK GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

WIRE TWENTY THOUSAND MY NAME AS BANK HERE KNOWS MY CONNECTION WITH YOU AND SAME WILL BE DELIVERED BY MY OFFICE TO EPPING LEAVE FOR COAST TODAY

BANZHAF

Chg. Albert H. T. Banzhaf
2 Rector Street,
New York City.

Los Angeles, California

September 11th,

1 9 1 9.

Hon. Hiram W. Johnson,
United States Senator,
Washington, D. C.

Dear Sir:--

Am quite sure that if in your campaign concerning the League of Nations, you will hammer on the fact that the great country of the United States has one fifth the power and vote of Great Britain, and ask the people the question why our enormous population and power whould be made such a small power, it would have more effect than any possible argument.

"America for Americans!" What have we dne to be made so small compared to the British Empire?

Respectfully yours,

Los Angeles, California,
September 11th,
1 9 1 9.

Mr. Guy Price,
Dramatic Editor,
"The Evening Herald"
Los Angeles, Calif.

Dear Mr. Price:--

Until I read your article in Thursday's "Herald" it had never occurred to me anyone in Los Angeles might feel I had discriminated against this city in showing my little drama, "Broken Blossoms."

Certainly it would have been very ungrateful of me to have done such a thing. It is here I have produced all my recent films. The people of Los Angeles were the first to find in them some merit; and they expressed their praise most liberally.

You must know that the workman feels towards those who encourage him in his work a gratitude that is akin to affection. Whatever audiences my productions may have had, or may have in the future, it is impossible to have for them the thankful and sympathetic feeling one has for those who welcomed you first.

"Broken Blossoms" was not finished until the summer season had arrived here. The coolness of spring, still in the east, recommended it be shown there as a feature of a repertory season, the other numbers of which already had been presented here.

Also it gave me an opportunity to experiment for a few days with a prologue, which I hoped might be acceptable with the picture. My stay was very short in the east, and I wished to experiment still further with the prologue, so I took advantage of an offer from San Francisco to try out another prologue there.

It was my desire to have the performance as well done as circumstances would permit, when "Broken Blossoms" opened here with the arrival of the Fall.

Rather than discriminating against Los Angeles, I am going to present the film here with more attending features than ever have been shown before.

So that not one feature would be missing, I wired to New York Tuesday for the Balalaikka Orchestra used in the Cohan Theatre where we played to three dollar seats, to arrive here in time for the opening, and yesterday received word the musicians had caught the Twentieth Century Limited, and will be here Monday afternoon in time for the opening. You can realize I would not spend five thousand dollars for an additional orchestra if it was not my wish to give this city the best setting available for the film.

I can truth fully say the Los Angeles performance of "Broken Blossoms" will be the most elaborate, and -- to the great despair of the manager, -- the most costly of any presentation we have made; and I have done this in the spirit of paying a tribute to this city that has been so kind to me.

In no city has "Broken Blossoms" been shown for the season run, merely an introductory showing, purposely interrupted to await the fall season. Los Angeles will have the first real showing of this picture, opening the fall season in the way we had intended originally.

The color effects, the special music, the prologues, will be shown here for the first time in full, and I only wish it might have twice the merit it does, to express my appreciation to Los Angeles,

Most sincerely yours,

DWG-W

David W. Griffith Co

THE EQUITABLE TRUST COMPANY OF NEW YORK

37 Wall Street.

New York Branches
222 Broadway
Madison Ave. at 45th St.

Member of the Federal Reserve System.

Foreign Branches
London: 3 King William Street, E.C.4
Paris: 23 Rue de la Paix

Banking
Department

New York, Sept. 11, 1919.

David W. Griffith Corp.,
2 Rector Street,
New York City.

Dear Sir:

We wish to call to your attention a balance on our books to your credit of $74.01 which appears to have remained unchanged for some time. We should be pleased to have you increase this account, and on balances of $1000 and over would allow interest at favorable rates.

If you do not care to continue this account, please draw check for balance.

Very truly yours,

H J Cook

Vice-President
(H. J. Cook)

TA:MN

RUSSELL B. SMITH, C. E.
M. AM. SOC. C. E.
P. A. HAVENSTEIN

ROBERT E. HALL
ASSOC. M. AM. SOC. C. E.
LAWRENCE A. WALSH

RUSSELL B. SMITH ENGINEERS
INCORPORATED
CONSULTING AND SUPERVISING ENGINEERS

50 EAST 42ND STREET
NEW YORK

SPECIALISTS IN
BUILDING CONSTRUCTION

New Studio

Sept. 11, 1919.

Mr. Albert H.T.Banzhaf,
c/o D.W.Griffith,
Los Angeles, Calif.

Dear Bert:

The plans arrived at the "Century" gate at the Grand Central station two minutes too late to deliver to you today, and I am therefore enclosing herein a set so that you can show them to Mr. Griffith.

Yours very truly,
Russell B Smith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE FIRST NATIONAL EXHIBITORS' CIRCUIT, INC.

GENERAL OFFICES 6 AND 8 WEST 48TH STREET, NEW YORK

September 11, 1919.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Sir:

In accordance with Mr. Schwalbe's instructions, I enclose herewith check for $20,000.00. I am sorry I was unable to mail this check until today because Wednesday was a holiday in this City, on account of General Pershing's arrival, and the office was closed.

Yours very truly,
FIRST NATIONAL EXHIBITORS' CIRCUIT, Inc.
AUDITING DEPARTMENT
BY
Geo R Grant

GRG:DK

Enc.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September Eleventh
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I wired you yesterday as follows:

> "YOU MAKE NINETY PRINTS OF BROKEN BLOSSOMS AND SHIP THEM TO UNITED ARTISTS DO NOT SEND BILL FOR THEM UNTIL YOU RECEIVE MY LETTER WHICH CONTAINS SPECIAL INSTRUCTIONS REGARDING BILLING. REGARDS".

Regarding the billing of these 90 prints, please note that under the agreement of United Artists and Famous Players you must bill these prints to the Famous Players as follows:

90 prints - 6151 ft. ea.= 553,590 ft.@ 4-1/4¢ - $23,527.57.

The bill must call for exactly this amount, as the above mentioned amount is specified in the agreement. These figures are based on the measurements which you billed to us on the first 10 prints, and even if these 90 prints are a little less or a little more it does not alter your bill, as the amount must be exactly as above.

As soon as you have shipped all the prints make out a bill and send it to me and I will see that you get quick action on the check. These 90 prints should be charged on your books just as though an outside party gave you an order for them, as they have nothing to do with the Broken Blossoms account which you now have on your books - this under the new agreement is an entirely outside transaction.

Yours very truly,

JCE:EMD.

Sept. 12, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

I am enclosing herewith copy of our report #94, same being a record of our transactions for the week ending August 30th. Attached to this report is our trial balance for the month of August.

On the trial balance you will notice that we have charged the A. H. T. Banzhaf Loan Account with $75077.60. This is made up as follows: one check for $50,000.00; one check for $25,000.00; and the $77.60 represents 10¢ per 100 exchange, which the bank charged us, and two telegrams at $1.30 each. I am mentioning this because of course you only received $75,000.00, whereas we have you charged with the additional amount as well.

Yours very truly,

ECB/BB

Sept. 12, 1919.

Famous Players Lasky Corporation,
485 Fifth Ave.,
New York, N. Y.

Attention: Mr. E. E. Shauer

Dear Mr. Shauer:

I am replying for Mr. Griffith to your letter of September 5th, in which you quote an excerpt from a letter received from the London office in regard to duped scenes in our European negatives, especially the Dorothy Gish picture "Battling Jane." For your information beg to advise that we have received communications from Mr. Zukor and Mr. Frank Meyer complaining about these same negatives. We made prompt replies to all the communications to the effect that at the time "Battling Jane" was produced our Mr. Clifton had not been impressed with the necessity of taking two complete negatives - consequently the negative for England had more duped scenes than was advisable.

In the more recent pictures that we have made we have eliminated duped scenes almost entirely with the exception of "I'll Get Him Yet."Inthis production we only had one camera at work on the picture and the original American negative contained laughs that were so far superior to any of the other takes that even though the prints reproduced from the duped negatives would necessarily be of an inferior quality to the balance of the picture it appeared that the comedy was so much superior to the other takes that it was worth sacrificing quality of the film for the excellent comedy which could not be obtained otherwise. However, as we wired to you today, if the London office will kindly send us a positive print of all these duped scenes we will use our best efforts to retake the scenes and eliminate the dupes.

In my letter dated July 29th to Mr. Frank Meyer I suggested a plan, which I realized might not meet the approval of everyone but it certainly would eliminate all duped scenes, namely - to make all prints, London as well as American, from the original American negative, the same as we now do for Australia and New Zealand. I pointed out - now that the war is over transportation conditions should enable us to make these European shipments. Mr. Meyer replied on August 9th that such a plan would be out of the question for the reason that Great Britain orders so many prints that the question of saving duty and the convenience the British Office gets through having their own negative on hand were so great that a second negative was by far the better plan. Mr. Meyer quoted the example of "Sporting Life" in which it was necessary to send the American negative to Europe in order to make the prints for Great Britain.

Mr. E. E. Shauer - #2.

Undoubtedly Mr. Meyer and Mr. Zukor have advised the London office that we are making no more duped scenes in our negatives but unfortunately the first few pictures, including "Battling Jane" - had more duped material than was desireable.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

Manager.

ECB:LW.

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH
ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

San Francisco, Cal.
Sept. 12
1919

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Calif.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of Two Hundred and Fifty Dollars,-- ($250) - covering your share, or 5% of a 5% disbursement on YANKEE DOODLE IN BERLIN.

Please acknowledge receipt of same to the undersigned.

Sincerely,

YANKEE DOODLE FILM CO.

HB

per Herbenstein

San Francisco - Sept. 12
1919

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Mr. Lesser has forwarded me an additional $5000.00 to be disbursed on YANKEE DOODLE IN BERLIN.

This will be the last disbursement until his return to San Francisco, his present plans being to leave New York about September 15th.

Statement and checks covering 6% interest due on investment, will also be furnished upon Mr. Lesser's return.

It is impossible to figure the interest at this office, as the books covering the dates of original investment, and the first few disbursements, are in New York.

In order to avoid complication, the writer felt the manner in which the $5000.00 disbursement, declared as of date of September 11th has been made, will be satisfactory to all concerned.

Sincerely,

YANKEE DOODLE FILM CO.

FR/HB

per F. Rubenstein

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September Thirteenth
1 9 1 9

Mr. A. P. Hamberg,
Manager, "Broken Blossoms"
Clune's Theatre,
Los Angeles, Cal.

Dear Mr. Hamberg:

I received your very nicely gotten up statement and note that in printing voucher No.5 you enclose a memo as follows:

"Printing used of Miner Litho. $67.20".

However, this was not receipted, nor was there a receipted bill from Miner contained in this voucher. I presume that you sent the bill to Miner to be receipted and that it will come to hand later on. If not, please let me know just what this printing represents.

In the future, if you have any bills to be paid in New York, please attach the check to these bills and enclose them in the statement and we will send them out here and have the receipted bill returned to this office. We have always done this with our road shows. Of course, this only applies to bills payable in New York.

With best wishes and kind regards, I am

Yours very truly,

JCE:EMD.

D.W. Griffith Service *offers*

The Fall *of* Babylon — *A Super-Spectacle*

The Mother *and* The Law — *A Dramatic Thunderbolt*

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GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Sept. 13, 1919.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

We sent you yesterday two sets of photographs of the Flagler Estate.

The following will be of interest to you. They are the contracts taken to date on "The Mother and the Law."

Month of	August	2950.00
"	September	21040.00
"	October	5125.00
"	November	200.00
Contracts undated		4055.00
		33370.00

In addition to these a few other percentage dates have been arranged so you can see that the future for "The Mother and the Law" looks very good. As soon as we received the prints that have been ordered and which I have been advised by Mr. Bidwell today will be here on the 19th, will then be able to put on one or two more salesmen and will clean up the territory as early as possible.

We have not been very successful up to the present running "The Fall of Babylon" owing to the fact that it is a costume picture. We had very little trouble booking Loew in New York for "The Mother and the Law" but we were unable to interest him in "The Fall of Babylon" for that same reason, it is a costume picture. In several cases they offer us $25.00 to $50.00 less than they did on "The Mother and the Law." However, I am not discouraged with it as we are now working on a plan to play the better class of picture houses, furnishing a dancer. They are all willing and anxious to book it with the dancer. We have quite a number of weeks booking ahead with one company and are holding off until we have played a few of these engagements to see just what there is in it. If it does not turn out well, then we will start out to sell it and get what we can for it.

Mr. Banzhaf left Thursday for the West.
Mr. Frank Wilson was in in the afternoon and outlined proposition which

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

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Albert L. Grey,
GENERAL MANAGER.

Sept. 13th, 1919.

Mr. D. W. Griffith ----------#2.

he had taken up with some Wall Street people relative to financing a number of companies for program pictures. He informed me that he had gone over the situation with Mr. Banzhaf so that he in turn could explain it to you in person. I trust this has been done, as the proposition, as outlined to me, if your contracts will allow you, looks to be to be very flattering. While I know very little of the Goldwyn proposition and of McAdoo's scheme for building theatres, I think of the two as they have been put to me, Mr. Wilson's is decidedly the best angle. I believe the further away you can keep from Goldwyn and other hangers-on, the better. As I have always said, if you would stand alone and had not tied up with the United Artists, or in fact anyone else, you would have been much better off. It doesn't take a wise man, another thing that I have always said, to get money to finance you. However I am sure that you will not do anything until you come East and this can be gone over very carefully.

Mr. Osgood, who is and has been associated with Klaw and Erlanger for some twenty-five years, sent for me the other day. He wanted to know when you would be in the city. He asked me to bring you over when you arrived as he had something he wanted to talk about to you. I am quite sure it is the Ben Hur proposition.

Trusting this finds you enjoying the best of health, with all good wishes,

Very truly yours,

Albert L. Grey

ALG/W

TREASURY DEPARTMENT

WASHINGTON

WAR LOAN ORGANIZATION
OFFICE OF THE
DIRECTOR OF PUBLICITY

September 13, 1919.

Mr. D. W. Griffith,
Alexandria Hotel,
Los Angeles, California.

Dear Mr. Griffith:

I wired you yesterday saying that Mr. Banzhaf was bringing details of my efforts with financiers.

I have negotiated with the Wall Street firm of Kissel, Kinnicutt and Company. This is one of the strongest firms in Wall Street, Mr. Kinnicutt having formerly been a member of the firm of Morgan & Company. I have had two conferences with this firm, all of which are very encouraging, and now they have asked us to submit a statement of assets which could be matched against the money which they could produce, and I do not see how much more can be done until you get here. In the meantime, however, you and Mr. Banzhaf can go over the matter in a general way and can at least determine whether or not this plan I have been working on meets your general approval.

My negotiations with this firm cover two activities:

1. The financing of your productions.
2. The financing of your theatres.

The financing of your producing proposition through this company would necessitate an incorporation in which stock would be issued at an agreed price per share to produce a certain amount of money required. I told them that in the division of this stock, you must receive credit for your tremendous goodwill value and your high individual earning capacity. I told them that two years ago you had rejected a salary of $10,000 a week, and that since that time you had received an offer of $15,000 a week, and therefore in the formation of this company the division of returns would have to be based on an earning capacity for you in accordance with these figures. In return for pooling your entire name, goodwill and properties, in this corporation, against the capital which this firm will supply, you would receive either a division of stock consistent

with your contributions of goodwill, services and properties, or a division of net profits according to agreement.

The plan would then be, following the formation of the incorporation, to finance quantity production of D. W. Griffith pictures. These high-class business men with whom I have consulted believe that the road to the greatest profits is one which would provide for supplying you with several assistant directors and turning out about thirty program pictures per year. The supplying of assistant directors would permit you to have time to devote to one or two big features a year which the firm will gladly finance because they believe these big pictures would add to the lustre of your name and contribute to the success of the thirty program pictures.

These business men believe that your genius in production and your knowledge of public taste would require that you give exclusive attention to the direction and production of pictures, and that you be relieved of the details of business administration except as your judgment would contribute to the general policy of the corporation. It is their belief that your name has such tremendous goodwill value that the opportunity best afforded for turning this goodwill into cash is a policy of quantity production. They asked how much money would be required to finance the first year of operations on a quantity basis and I told them that I thought two million dollars would do it, and that this money would start to come back within six months or less. The two million request did not seem to scare them in the least, but they replied that they guessed that amount could be underwritten right in their office without going to the public for it at all. They then inquired how much money would be required if we launched into the theatre building program, and I told them that this program would take from fifteen to twentyfive million dollars. They felt that the first step should be the incorporation of the quantity producing plan, and that the theatre proposition should then consist of an expansion of the enlarged producing operations.

What they now require is a complete statement of all of the assets you would be able to pool with their money. This would consist of pictures owned; goodwill; your services; physical properties; cash in bank; contracts with stars; bills and accounts receivable; foreign and domestic rights; merchandise such as negatives and raw films, costumes, scenery, scenarios, accessories;

securities owned; land and buildings; machinery, buildings and fixtures; and any other assets which could be contributed to add strength to this incorporation.

This firm with which I have been negotiating immediately began studying the methods employed by the Famous Players Lasky Corporation promoters in their recent Wall Street operations and procured the report of the committee on Stock List of the New York Stock Exchange, which contains considerable detailed information about the operations of the Famous Players Lasky Corporation. I am sending it to you.

I call your special attention to the item on page 3, which puts a valuation of $7,611,445.04 on the goodwill of the Famous Players Lasky Corporation. I think this gives an idea of what might be done in the capitalization of your goodwill. In establishing a goodwill value, it will be necessary for us to know approximately what difference there is in the earning capacity of a picture which carries your name and the earning capacity of such a picture without your name attached.

The execution of the general plan which I have outlined herewith would afford opportunity for a double profit. It would not only permit you to turn into cash the tremendous goodwill which you have created for yourself, but this policy of quantity production, if successful, would furnish an opportunity for speculation in the stock of your new incorporation, because the minute the enterprise was a proven success, the stock would immediately increase in value and it would increase just in the proportion that your directing and producing genius would reflect itself in the character and quantity of the productions.

It seems that this program offers a simplified way for you to intensify and enlarge your producing facilities; systematising your operations in such a way as to unburden you of the business cares which, if multiplied further, might serve as a hindrance to your producing genius.

If you will go over this matter thoroughly with Mr. Banzhaf while he is there, we will be able to take the next necessary steps when Mr. Banzhaf returns to New York.

Sincerely and with kindest regards,

FRW/ned

Frank R. Wilson

TREASURY DEPARTMENT

WASHINGTON

WAR LOAN ORGANIZATION
OFFICE OF THE
DIRECTOR OF PUBLICITY

September 13, 1919.

Mr. D. W. Griffith,
Alexandria Hotel,
Los Angeles, Cal.

Dear Mr. Griffith:

I want to make a suggestion in connection with the showing of Broken Blossoms which I hope you will consider, with Mr. Price and Mr. Abrams. I went to see Mr. Price and Mr. Abrams yesterday, but they had already gone West.

I am afraid that if Broken Blossoms is shown as a regular program picture, without unusual introduction, the gum-chewing matinee girls might go away knocking it because they would not understand its artistic nature.

I believe if the picture is properly staged we can create an atmosphere which will make it difficult for anybody to offer criticism of this picture, because no one will want to run the risk of being classed as a low-brow.

Of course, the difference between Broken Blossoms and the average program picture is that Broken Blossoms is a piece of art whereas the average program picture is merely an entertainment. If people go to see this picture expecting merely an entertainment, they are likely to indicate disappointment. If they go with a state of mind properly developed, they will go away boosting it.

The plan which I would like to propose to create the proper atmosphere for the receipt of Broken Blossoms is this:

Suppose you write a form letter which could be sent from New York over your signature to some leading devotee of the higher arts in each of one hundred cities where this picture is to be shown. Suppose that John Smith, at Scranton, Pennsylvania, is recognized as the leading devotee of high art in that community. He is a banker or leading merchant and a leader of social affairs in his community. His name could be furnished by the manager of the theater and forwarded the United Artists Corporation's office in New York.

in New York. Your letter would then be sent to him - an original letter signed by you - telling him what this picture is and enclosing a sheet reproducing the criticisms of New York newspapers. You would authorize him in your name, to invite one hundred of the leading citizens of that community to attend the opening performance of Broken Blossoms, especially getting newspaper publishers and others who are influential and who can help us. The number of invitations could be increased or diminished according to the size of the city. In any case, a list could be got together which would look well in the society columns.

It would then be the business of the local theater manager to get somebody who would make a speech on the opening night and continue this announcement throughout the week at each performance, explaining how Broken Blossoms is different from the average motion picture.

I think it is important to have this verbal announcement made so that the audience will be in the right frame of mind for appreciating this artistice production. With this address made on the opening night before a distinguished audience and with newspaper critics present, we are bound to get the right kind of notice and we are bound to get the mental additude of the public in a proper condition to receive this picture for what it is worth.

The plan I have proposed is an attempt to obviate the wastefulness of casting pearls before swine.

If you approve this program, please consult with Mr. Price and Mr. Abrams, as to how it could best be executed. If you have not time to get up this letter, I will do it for you and we will handle the whole thing from the New York end.

Please wire me what you think of it.

Sincerely,

Frank R. Wilson

FRW/KB.

A. WALTER KRAMER
50 West 77th Street
NEW YORK CITY

September 14,1919

Mr.David W.Griffith.
1476 Broadway,
New York City.....
Dear Sir:-

At the request of Mr.Thomas Burke I am sending you a letter which he has written you and asked me to forward. He writes me that he is very anxious to hear from you in regard to your film version,"Broken Blossoms" of his story "The Chink and the Child".

Very truly,

A. Walter Kramer

24 Stanhope Road, Highgate, London, N. Eng.

Dear Sir,

I wroteyou some months ago, on seeing an announcement of your production of the film version of the first story in my book, "LimehouseNights" - i.e. "Broken Blossoms", I asked if you would be so kind as to send me copies of any brochure or other publicity matter which you issued in connection with the production. I have had no acknowledgment of that letter, which I addressed to you c/o the George M. Cohan Theater.

May I say that I feel rather hurt at having been totally ignored in the matter of the filming of my story ? As the author of the book and the owner of the cinema rights,which were transferred to you, I consider that I should at least have been favoured with some personal word from you, if not have been consulted on some of the details. At any rate, I hope you will still let me know something about your film version of my story; and if you have any pictures that you could spare I would regard it as a courtesy if you would let me see them.

Faithfully yours,

Thomas Burke

Mr. David W. Griffith

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).

Form 16

57GS NH 1233 AM 54 NL

HY LOSANGELESCAL SEPT 15-19

J C EPPING

720 LONGACRE BLDG, 42ND ST, & BWAY NEWYORK

YOUR LETTER 25TH ONLY COPY OF TRUE HEART SUSIE WE SHIPPED TO LONDON IS SHOWN ON OUR VOUCHER THREE SIX TWO AND WAS PAID BY LASKY SEE OUR REPORT NUMBER NINETY ONE AMOUNT OF INVOICE TWO THIRTY FIVE THIRTY FIVE CANNOT FIGURE OUT WHAT THEY MEAN BY ONE FIFTY ONE SIXTY TWO

E C KIDWELL

1230 AM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 15th 1919.

Equitable Trust Co.of New York,
37 Wall Street,
New York City.

Attention of Mr. H.J. Cook.

Dear Sir:

Your two letters to Mr. Banzhaf with reference to the balance of the Keyograph Corp. and that of the David W. Griffith Corporation received at this office and I beg to state that Mr. Banzhaf is at present at the Coast. The same will have his attention upon his return.

Very truly yours,

CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TRIANGLE FILM CORPORATION
GENERAL OFFICES 1457 BROADWAY
NEW YORK

CURRIER BUILDING
LOS ANGELES, CAL.

September 15, 1919.

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Attention Mr. E. C. Bidwell.

Dear Mr. Bidwell:

Referring to the question of electrical equipment which you were talking to the writer about the other day, and which we are contemplating buying.

We are interested in buying the lighting equipment which you submitted to us and which is as follows, to wit:

8 8-tube skylights, Cooper-Hewitts.
7 8-tube floor stands, Cooper-Hewitts.
2 17-tube elevators, Cooper-Hewitts.
4 4-tube footlights, Cooper-Hewwits.

After due consideration and investigation I am in a position to make you the following offer. That we will purchase the above equipment, without tubes, at a flat price of $6,000.00 payable as follows:

$1,000 September 20th, 1919,
571.50 September 27th, 1919,
250.00 October 4th, 1919,
250.00 " 11th,
250.00 " 18th,
250.00 " 25th,
250.00 November 1st,
250.00 " 8th,
250.00 " 15th,
250.00 " 22nd,
250.00 " 29th,
250.00 December 6th,
250.00 " 13th,
250.00 " 20th,

$ 250.00	December 27th, 1919,
250.00	January 3rd, 1920,
250.00	" 10th,
250.00	" 17th,
250.00	" 24th,
178.50	" 31st,
$6,000.00	Total

These payments are based on the assumption that payments will be due from you for like amounts for the occupancy by yourselves of the studio until October 1st, and for the occupancy by yourselves of the laboratory, from October 1st to January 1st, 1920.

I do not feel that it is possible for us to take the tubes at their full value, and I do not feel that it is possible for us to obtain satisfactory adjustment, at this time, of their probable future value. They may have a future value, and undoubtedly have, but I do not feel like taking this chance, especially when they are going to cost me money. Therefore, I have eliminated the tubes entirely from the transaction.

Another phase of your price is that you have figured the transportation charge on a basis of express while it is possible for us to obtain the same lamps on a basis of freight shipments, which materially reduces the transportation item.

I shall be pleased to go into this matter to a conclusion if our offer is acceptable to yourselves.

Permit me to remain,

Yours very truly,

TRIANGLE FILM CORPORATION

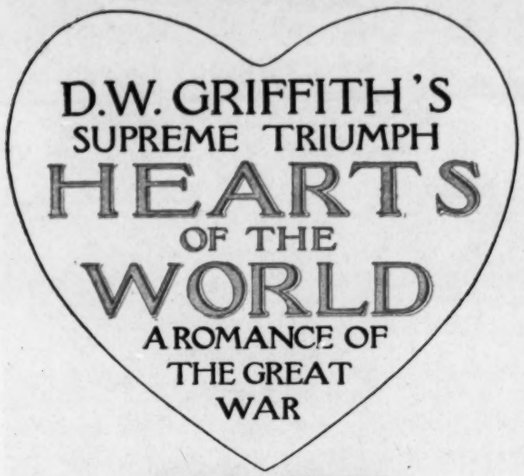
By H. R. Haug

HRH:S

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Sept. 16th, 1919.

Mr. Cyrus Townsend Brady,
22 Edgecliff Terrace,
Park Hill,
Yonkers, N. Y.

Dear Sir:-

Your letter of Sept. 15th to Mr. Griffith received. Mr. Griffith at present is working at his studio in Los Angeles, California, but he is expected east sometime within the next month or two, when you might get in touch with him.

Yours truly,

J. Meis.
Secretary to Mr. Grey.

W.

Hotel Alexandria
Los Angeles

Tuesday Sept 16 '19

Dear Mr. Griffith-
While in Portland I saw "True Heart Susie" I came away filled with the joy of living and sat down and wrote to you (but never sent) a spontaneous appreciative letter. I didn't send it because I thot it would probably bore you, and maybe you didn't care if people liked your pictures or not. When I wrote that letter I never expected to see "The Great Master" Permit me Mr. Griffith to say- that in the lessons you teach in some of your pictures, surely you are like Our

Hotel Alexandria
Los Angeles

Great Master:

As I said I never dreamed I'd see you, but strange things happen and it so happens that I'm stopping at this hotel and was at the dance tonight, - and there I saw you. You've no idea how happy it made me to find that you fullfilled all the ideals I had built about you. You are the only person connected with the cinema world - whom I have not been disappointed in when I saw them. I'm an ardent photo play fan - especially of D. W. Griffith pictures - and I wondered to-night if the celebrities

cared whether or not they fullfilled the fan's ideal, It's the fans who make the star.

As I stated in the letter I never sent - I appreciate the wonderful touches and tender little scenes you put in your pictures Surely "True Heart Susie" showed us what great happiness there is in the simple - wholesome life, and one went from the picture - feeling uplifted and happy. Pictures like that really and truly help people Mr. Griffith. It helps them to be satisfied with life - when they view pictures full

Hotel Alexandria
Los Angeles

of dazzling gowns - high life and wonderful homes - they come away feeling bitter - at their lot in life.

Truly I don't mean to bore you - but if this letter does, I hope you'll forgive me - but tonight when I saw you looking so good and kind, and fulfilling all my ideals of the "Master Artist" I couldn't help just telling you what a great deal of good you're doing, and how I appreciate your pictures.

Wishing you even greater success, I remain a devotee of D. W. Griffith pictures.

Sincerely,

Margaret Fritchman.

Wed. morn. Sept – 16th 1919.

Dear Mr. Griffith –:

I am sending this little verse to you, as a farewell token of my appreciation for your beautiful pictures. However crude and simply these words may be to you; you'll know that I wanted you to read them only because they were inspired by two of your picture plays – if they are not beautiful. Perhaps they tell you of a little how your sentiments or thoughts, ring to me. how I realize that unkind words, and thoughts are whips, such as the whip of "Battling Burrows"

I am just an amateur at writing and finished this morning, so you may read it before you go away. but if it tells a little how your pictures have inspired me will you please Mr Griffith write and tell me it did? When you are away gathering new material perhaps – remember I need a word of encouragement.

(over.)

you don't know me very well, but I know you very well, through your subjects so full of wonder to me.!

I am the girl for whom your studio people, bought a replacement of an arm, which I wear successfully so they have helped me to help myself.

Hoping you will be able to remember this letter among the thousands and know that I mean this only as a testimony of pure gratitude - and with hopes of you answering it.

I am Sincerely,

Dorothy Helen Whiteman.

1605 No. Kingsley Drive,

Hollywood, California.

As I passed the patch of grass and benches
Known as " Hobo Park",
I said of the men there, who would rather have been in trenches,
" Worthless mortals" As reply a meek sallow face shown as if out of dark.
That seemed to recognize my scorn
It said simply to me: " Verily in your heart blame is born".
Then, as I hurried on, it told me-that face in the cities weary light
Of 7:00 P. M. -- this , which from my mind I have not erased:

Blame is a brutal shame game.
If in space wherein to spread or cramped,
Still does it seek a place to hide?
No, blame staddles a bold relentless tide
From which a clammy mockery mist arises,
That chills the hearts holding tender promises
Of a life with less mistakes
Which blame eagerly overtakes.
This cold mist creeps into the notches sorrows have rent,
Thus, a pitiful struggle for stength - is bent.
Lives it would mar, if blame went too deep and far?
On with it's " mockery game".

Dorothy Whiteman

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

Studio File

75GS CC 17

FY NEWYORK NY 615P SEPT 17 1919

ALFRED H BANZHAF CR D W GRIFFITH

HOTEL ALEXANDRIA LOSANGELES CALIF

RECOMMEND SPRINKLERS SAVING ON TWO YEARS PREMIUM WILL PAY COST

WORTMANN FAVORS PLAN CAN WE DO IT

REID

412P

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

A328NY BR 45NL

Studio matters

NEW ROCHELLE NY SEPT 17 1919

A BANZHAF 2393

4500 SUNSET BLVD LOS ANGELES

THINK SPRINKLER SYSTEM LOOKS GOOD WOULD CUT INSURANCE FROM FOUR PERCENT ONE STUDIO AT STAND STILL WAITING FOR STEEL SUGGEST YOU WIRE SMITH TO WORK OVER TIME AND RUSH IT MORE TELL BITZER I NEED PLANS FOR FACTORY MUST HAVE ANSWER ON SPRINKLER THURSDAY REGARDS

WORTMANN

1027P

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

September Seventeenth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

I received a telegram from you which I attach hereto. You state therein that the print for "Susie" which they charged on F. P. report August 16th was covered by your accounts receivable No.362. This is not so. The item covering this bill you will see charged on the F. P. report of August 2nd amounting to $147.09. This represents 62 1/2% of the amount of the bill.

I have had this matter up with the Famous Players and after considerable search I found that the print on the F.P. report of the 16th was not a London print at all. This charge was for the print which you shipped to Charlotte, N.C., in your accounts receivable voucher No.427. The amount of this bill is $235.35, of which 65% is $151.62, the amount appearing on the statement. I, therefore, have passed this charge as O.K. All the charges which you see on this statement represent only Mr. Griffith's portion.

I enclose herewith check for $1786.17 covering the credits for the first C series pictures - there being no profit this week on the D series.

Yours very truly,

Enclosures.

JCE:EMD.

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

Sept. 17th, 1919.

D. W. Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Gentlemen:

Your telegram of September 19th referring to duped scenes will be referred to our London office for disposition.

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION

E. E. Shauer

EES:ES

Asst. Treas.

Sept. 18, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
42d & Broadway,
New York, NY.

Dear Mr. Epping:

In regard to the copies of "Broken Blossoms" that we are making for the United Artists, I will follow out the instructions in your letter of September 11th in regard to the billing. However, in this connection please be advised that for the Los Angeles opening Mr. Griffith took two copies that we had on hand instead of using the copies which had been showing in San Francisco, so that now the "Broken Blossoms Company" (Mr. Griffith's own road shows) have really taken twelve copies -- ten last spring and two this month for Clunes Auditorium. Please advise if I am to consider these two copies any different than I am to consider the ninety prints.

Also, the United Artists have ordered and given shipping instructions for United States and Canada, but you request us to make only ninety. Will you confer with the United Artists and ascertain from them where they expect to use the ten second hand copies they are taking over from the "Broken Blossoms Company", so that we can ship the remaining ninety copies to the proper destination. Please give this your earliest attention because the United Artists have given us shipping instructions for one hundred prints instead of ninety.

With best regards,

Yours very sincerely,

ECB/BB

THE HEMLOCKS
22 EDGECLIFF TERRACE
PARK HILL
YONKERS, N. Y.

OFFICE OF
CYRUS TOWNSEND BRADY
TELEPHONE, YONKERS 5184

September 18th, 1919

Mr. D. W. Griffith,
Los Angeles, California.

My dear Mr. Griffiths:-

Recently I wrote you asking for an appointment to discuss certain matters upon which I believe we can get together in motion picture work to our mutual advantage. You, of course, need no introduction to anybody. I flatter myself that you may have heard of my more modest work in connection with the recent Vitagraph serials, in eleven of which I have had a hand, and in such feature films as "The Island of Regeneration", "The Chalice of Courage" and others which have been produced, to the number of 46.

Considering ourselves properly acquainted my purpose in writing you is to discuss with you three propositions for films which I venture to think are big enough to engage your genius and which it seems more or less a waste of time to offer to the ordinary producer who is content with smaller things. Now, I am in no hurry at all. My extensive work with the Vitagraph relieves me of all anxiety. I can and will await your return to New York which Mr. Gray's secretary informs me, as per the enclosed letter, is anticipated within the next two months. I am only writing to you now because having taken the matter in hand I wish to carry it along a little further.

Will you not, therefore, make a memorandum in your engagement book and arrange to give me an appointment as soon as you conveniently can after your arrival here? As I shall not know when you come may I not ask that you will advise me when you are ready so that we may then get together? I can present what I have to say in five minutes. If you should not be interested the interview could end right there. If you should be its duration would depend on your pleasure.

May I not ask you to advise me by mail whether or not I am to have the

THE HEMLOCKS
22 EDGECLIFF TERRACE
PARK HILL
YONKERS, N. Y.

OFFICE OF
CYRUS TOWNSEND BRADY
TELEPHONE, YONKERS 5184

Mr. D. W. Griffith. 191

pleasure of meeting you. If so I shall prepare for the meeting so that I may not extend that five minutes for presentation. If not I shall not take the trouble.

With much appreciation of all you have done for the screen, my dear Mr. Griffith, of which I, together with every one who is connected therewith, am deeply sensible, I am,

Yours very sincerely,

Cyrus Townsend Brady

4/20/26

Rec. 4/26

THE PUBLISHED WORKS OF CYRUS TOWNSEND BRADY.

HISTORICAL—10 Volumes.

1 Commodore Paul Jones
2 The True Andrew Jackson
3 The Conquest of the Southwest
4 Stephen Decatur
5 American Fights and Fighters—Colonial
6 " " " Revolutionary
7 " " " Border
8 " " " Indian
9 " " " Northwestern
10 " " " South American

AUTOBIOGRAPHICAL—4 Volumes

11 The Recollections of a Missionary in the Great West
12 Under Tops'ls and Tents
13 The Bishop (*a*)
14 The Measure of the Gift (*c*)

RELIGIOUS—5 Volumes

15 The Love Test, a Book of Sermons
16 The Master of Repartee, a Second Book of Sermons
17 Gethsemane and After, a Drama of the Passion (*a*)
18 The Resurrection (*c*)
19 A Christmas Meditation (*c*)

JUVENILE—11 Volumes

20 Reuben James, a Hero of the Forecastle
21 Bob Dashaway, Privateersman
22 " " Treasure Hunter
23 " " In the Frozen Seas
24 Boys of the Service—In the Wasp's Nest
25 " " " A Midshipman in the Pacific
26 " " " In the War with Mexico
27 " " " On the Old Kearsarge
28 Animal Tales—Most Politely (*c*)
29 " " Out of His Head (*c*)
30 " " Simply Ripping (*c*)

FICTION—37 Volumes

HISTORICAL NOVELS

AMERICAN

REVOLUTION

31 For Love of Country
32 The Grip of Honor
33 When Blades are Out and Love's Afield.

WAR OF 1812

34 For the Freedom of the Sea

FICTION—37 Volumes—*Continued*

CIVIL WAR

35 The Southerners
36 The Patriots
37 Three Daughters of the Confederacy
38 A Little Traitor to the South
39 Secret Service (*d*)

INDIAN WARS

40 The West Wind
41 Britton of the Seventh (in press)

SPANISH AMERICAN WAR

42 Arizona (in press) (*e*)

HISTORICAL NOVELS

ENGLISH, FRENCH, RUSSIAN, ROMAN

43 The Quiberon Touch (*b*)
44 The Two Captains: Nelson, Napoleon (*a*)
45 The Sword Hand of Napoleon
46 The Eagle of the Empire (in press)
47 The Fetters of Freedom

ROMANCES

48 Hohenzollern (*a*)
49 Sir Henry Morgan, Buccaneer
50 The Blue Ocean's Daughter
51 The Adventures of Lady Susan
52 My Lady's Slipper (*a*)
53 Woven with the Ship (*a*)
54 Hearts and the Highway
55 The Cliff Dweller's Pot (*c*)
56 The Island of the Stairs

COMEDIES

57 Richard the Brazen (*f*)
58 Tittlebat Titmouse (*g*)

SOCIAL STUDIES

59 A Doctor of Philosophy (*a*)
60 The Corner in Coffee
61 The Ring and the Man
62 The Island of Regeneration
63 The Better Man
64 As the Sparks Fly Upward
65 The Chalice of Courage
66 A Christmas When the West was Young (*c*)
67 The Little Angel of Canyon Creek (in press)

NOTES

(*a*) Out of print.
(*b*) American edition out of print. To be had in English edition under title, Little France.
(*c*) Small pamphlet or Gift Book.
(*d*) Novelized from Wm. Gillette's play.
(*e*) " " Augustus Thomas' play.
(*f*) In collaboration with Edward Peple.
(*g*) Abridged from Warren's Ten Thousand a Year.

ADDRESS AFTER NOVEMBER 1, 1914:

The Hemlocks, Edgecliff Terrace, Park Hill, Yonkers, N. Y.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

Re. New Studio matter

September 18th 1919.

RECEIVED from Albert H. T. Banzhaf, two certified checks, one to the order of Lawyers Title and Trust Company for $1746.25, and the other to the order of Elmer E. Smathers, for $23,250.00.

LAWYERS TITLE AND TRUST COMPANY.

BY: [signature]

MD

D. W. GRIFFITH

REPERTORY SEASON

GEORGE M. COHAN THEATRE

General Offices: 720 LONGACRE BUILDING
NEW YORK CITY Telephone BRYANT 6761
ALBERT L. GREY, General Manager

Sept. 18th, 1919.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Griffith:

I send you herewith a letter which I have just received from Henry L. Wallace, son of General Lew Wallace.

This confirms the word which I sent you previously to the effect that the price on the rights of "Ben-Hur" is $1,000 000.00.

I wish you would indicate whether or not you think it is worth while to proceed further with these negotiations. Perhaps you would be willing to suggest a cash and royalty offer which might be made to them.

Sincerely,

Frank R. Wilson

FRW/FW

Burt Lake, Mich.
Sept. 12, 1919.

Mr. Frank R. Wilson,
720 Long Acre Bldg.,
New York City.

Dear Sir:

I beg to acknowledge receipt of your inquiries of August 2 and Sept. 8. Pardon the delay as I have just redeived them owing to my absence in France endeavoring to find my son's body who perished in action at Somme Py.

You have come to the right person for the copyright to the "Ben-Hur" moving picture rights, which are in my name and all interested have agreed to turn operations over to me in the disposal of the rights which has several times been prevented by disagreement. I think all differences are now fully settled. The price is $1,000,000.00, and not less.

I know the reputation of Mr. Griffith, who is looked up to and quoted by the entire trade, with many of whom I have been in touch for some years. I am surprised you have not inquired before regarding this property which is of his class.

There are at present three different parties inquiring about the rights, all of whom are of the best reputation and able to handle this production as it should be. I thought I had it sold just previous to my sailing on August 1, but at the last moment, there must have been some disagreement between the purchasers, altho' they were all wealthy and in fact, may open up again at any moment. For these reasons, please permit me without prejudice, to suggest that if you wish to act it may be advisable to do so soon. The copyright is subject to one more renewal and its life will then extend seventeen more years, and please do not forget that "Ben-Hur" does not need the foreign aid of ornament such as Fairbanks, Pickford, et al., but carries its own advertising and stands alone in its own class.

Please address me for the present at Burt Lake, Michigan.

Yours truly,

Henry L. Wallace

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

Sept. 18th, 1919.

Mr. E.C. Bidwell,
Griffith Studio,
#4500 Sunset Blvd.,
-Los Angeles, Cal.

My dear Mr. Bidwell:

I am very much pleased to receive your elucidating letter of Sept. 12th '19 relative to the London negatives. I shall immediately send a copy of same to the London office for I feel that they will be happy to receive such reassuring information. I desire to thank you personally for your very kind attention.

In corroboration of Mr. Frank Meyer's statement I will say that the English negative is of potential value and cannot well be dispensed with, without entailing great loss of time and money. This being so, I am sure you will understand the spirit which inspired all of the correspondence pertinent to this subject.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

E.E. Shauer

Asst. Treas.

EES:ES

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).

Form 16

HOLLYWOOD 2893 HOLLYWOOD HOME 579693

1646 CAHUENGA AVE.

39 gsmk 6 7&6pm

FA NDWYORK NY SEPT 19 1919

ALBERT W BANZHAF

4500 SUNSET BLVD LOS ANGELES CAL.

TITLE CLOSED EVERYTHING IN FINE SHAPE

GEO GASCOIGNE

Studio file

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

Hearts

RECEIVED AT

71GS MW 54 BLUE

SI NEWYORK NY 537P SEPT 20 1919

A H T BANZHAF

HOTEL ALEXANDRIA LOSANGELES CALIF

WE HAVE A HEARTS CONTRACT IN CHICAGO OF TWENTY THOUSAND DOLLARS AND RECEIVED WIRE THIS MORNING THAT TWELVE PRINTS OF HEARTS MUST BE THERE ON NEXT TUESDAY AS THERE IS DANGER OF LOSING THIS CONTRACT IF DELIVERY IS NOT MADE PLEASE USE YOUR INFLUENCE THAT THEY DO THEIR UTMOST TO MAKE IMMEDIATE SHIPMENT REGARDS

EPPING

341PM

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES, CAL.

1919 SEP 20 PM 6 14

Studio Site

A385NY 48 NL

FY NEWYORK NY 20

A .H T BANZHOF 773

HOTEL ALEXANDRIA LOSANGELES CALIF.

EVERYTHING POSSIBLE BEING DONE TO RUSH MAIN BUILDING IN STEEL STOP WORTMAN GREATLY EXERCISED OVER TELEGRAM FROM COAST TO EXTENT OF ABANDONING STEEL FOR WOOD CONSTRUCTION STOP STEEL ALREADY PARTIALLY DELIVERED AND ARRIVING STOP BELIEVE SERIOUS MISTAKE TO CHANGE NOW STOP WILL COMPLETE ENTIRE BUILDING BY OCTOBER FIFTEENTH

RUSSELL B SMITH.

W. P. Maxwell

Motion P. Classic

145 - Duffield St

Belden

E. W. Brewster

Blanton atty

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sept. 20, 1919.

Mr. H. R. Hough,
Triangle Film Corporation,
Currier Bldg.,
Los Angeles, Calif.

Dear Mr. Hough:

Answering your letter of September 15th in regard to the purchase of our Cooper-Hewitt equipment, we object to the alternative price which you have offered us because of the position you take on the tubes. These lights have now been installed approximately eighteen months and the way we work it might be said that they have been in use not to exceed one-half of the time since they were installed. We have been very careful in our handling of these lights and they have never been subjected to a high voltage, which is injurious to Mercury tubes. The voltage, as you know, at this studio is 110-220, but only 110 on Cooper-Hewitts.

Unquestionably the tubes have deteriorated to a certain extent but they are certainly worth something. We believe that a depreciation of 25% of their original value would be a fair allowance to make. The Cooper-Hewitt people did not bill us separately for the tubes but at about the same time that the lamps were purchased we also purchased a few spare tubes which were billed to us at $15.00 each, with 10-and-10% off. The value of these tubes would therefore be as follows:

		Total Tubes		
8	8-tube skylights	64		
7	" floor stands	56		
2	17-tube elevators	34		
4	4-tube footlights	16		
	Total.....	170 Tubes	@ $15.00	$2550.00
	Less 10-and-10%.....			484.50
	Net Cost of Tubes - - - -			$2065.50

We are willing to apply a 25% discount- (being 516.38)
on this on account of depreciation, which
will bring the cost of the tubes to you at - - - $1549.12

It is agreeable to us to divide the express charges with you, charging you only one-half of the express charges. This brings the matter in the following form:

8 skylights with tubes,	at $307.80	...	$2462.40
4 floorstands " "	376.65	...	2636.55
2 elevator" " "	781.65	...	1563.30
4 footlight" " "	712.80	...	712.80
			7375.05
From this amount deduct depreciation on tubes, as per above explanation.....			516.38
			$6858.67
Add 1/2 original express chgs ($1522.50).....			761.25
Total cost to you for above stands-			$7619.92

From this you will see that we are willing to allow $516.38 for depreciation on the tubes and $761.25, being one-half the express charges, which makes a total deduction from the original quotation of $1277.63.

Mr. Shannon of the Cooper-hewitt Company advises that the prices today are 10% higher than the prices we were charged when we purchased these goods, but inasmuch as we have given them very good care, and inasmuch as the Cooper-hewitt equipment is very hard to get ahold of at the present time, we are not particularly anxious to sell, but I am instructed to offer you prices on the above basis.

In regard to bringing the payments on these lights, I am quite satisfied that we can arrange to handle the installments something after the schedule which you outline, the amounts, of course, not being the same because of the price as above.

Please give this your earliest attention, because if we are unable to obtain our figures from you, we will be compelled to reserve the lamps for our own use in New York.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager.

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TREASURY DEPARTMENT,
U. S. INTERNAL REVENUE.
Form 1-17.

TRIPLICATE.

Capital Stock Tax

NOTICE AND DEMAND FOR TAX AND RECEIPT—REGULAR TAXES.

COLLECTOR'S OFFICE 5th, DISTRICT OF New Jersey

AT Newark DATE SEP 2 0 1919

List 23B 1919; 6; 47; 5
(Year.) (Month.) (Folio.) (Line.)

Add'l tax 12 mos 6/30/19
(Character of tax or liability.)

For period ended 6/30/19

Due date SEP 3 0 1919 Charles V Duffy
Collector of Internal Revenue.

TAXES, PENALTIES, ETC.

Amount of tax	$ 153.00
50 per cent penalty	
100 per cent penalty	
5 per cent penalty	
Total	153.00

Received payment,

D. W. G. Corporation,
15 Exchange Place
Jersey City, N.J.

Paid by Work Prod. Corp. check as no stamps were left signed. Sept. 26. SHO.

(Paid back to Work on Oct. 8 or 1919. by Neves.

CASH:	MONEY ORDER:	CERTIFIED CHECK:	DRAFT:

2—2803

Collector of Internal Revenue.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

September twenty-first.

Grant Richards Ltd.
8 St Martin's Street
London W.C. 2.

Dear Sir: I have received your letter inclosing the cable message from Mr Thomas Burke in which he expresses considerable excitement over the so-called "fictionizing" of Broken Blossoms by the Photoplay Magazine.

Mr Burke is mistaken in his supposition that this work was done by " a hack" hired by myself.

The fact is, I have no "press men" as Mr Burke calls them. I make it an invariable rule never to put forth any written comments or eulogies of my own plays. I make the best plays I can and hand them over to the tender mercies of the public and the press [redacted] make such comments as seem to them appropriate. Burke, thereafter,

As it happened, the play, Broken Blossoms attracted nationwide attention to Mr Burke's story. Both Broken Blossoms and the book Limehouse Nights, have become national topics of conversation and of newspaper comment. I could no more control the newspaper comment than I could control the conversations -- even if I were so minded.

Whatever my private opinion may be, or Mr Burke's private opinion may be, of the propriety ~~of~~ and good taste of turning Broken Blossoms back into a fiction story [redacted], there seems nothing to be done about it. The same is true of the newspaper article to which Mr Burke has also taken exception --- the one in which the writer thereof suggests that Broken Blossoms was taken "in some measure from Limehouse Nights.

Insert 1.

Unfortunately the sale to me of the ~~pe~~ cinema rights of "The Chink and the Child" gives neither Mr Burke nor myself the general censor-ship of the American press. Therefore I fear ~~[redacted]~~ that he, like myself, will be constrained to accept the bitter with the sweet and accept with philosophy the fact that both Broken Blossoms and Limehouse Nights have at least profited enormously by the same general attention that attracted the annoyances ~~[redacted]~~ with which his spirit is afflicted.

Add

Faithfully Yours,

[redacted]

Perhaps it will be so ~~too~~
telling a story or a legend
never done such fair
story - including
more money - who were
not released finally ~~out~~
after the war - B. star
~~and~~ to ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~
my large public ~~[illegible]~~
was so distinctly practically
unknown

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. September twenty-first.

Grant Richards, Ltd.,
8 St. Martin's Street,
London, W. C. 2.

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As it happened, the play, Broken Blossoms, attracted nation-wide attention to Mr. Burke's story. Both Broken Blossoms and the book, Limehouse Nights, have become national topics of conversation and of newspaper comment. I could no more control the newspaper comment than I could control the conversations -- even if I were so minded.

Whatever my private opinion may be, or Mr. Burke's private opinion may be, of the propriety and good taste of turning Broken Blossoms back into a fiction story, there seems nothing to be done about it. I knew nothing of the "fictionized story" until it was published. It would seem to be a matter between Mr. Burke and the publishers of the magazine. The same is true of the newspaper article to which Mr. Burke has also taken exception -- the one in which the writer thereof suggests that Broken Blossoms was taken "in some measure" from Limehouse Nights.

Unfortunately the sale to me of the cinema rights of "The Chink and the Child" gives neither Mr. Burke nor myself the general censor-ship of the American press. Therefore I fear that he, like myself, will be constrained to accept the bitter with the sweet and accept with philosophy the fact that both Broken Blossoms and Limehouse Nights have at least profited enormously by the same general attention that attracted the annoyances with which his spirit is afflicted.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Grand Richards, Ltd., 9/21/19. #2.

Mr. Burke, however, is doubtless not without knowledge of the fact that, if Broken Blossoms inspired the Photoplay Magazine to the "fictionizing" to which he objects, the play also inspired his American publishers to put forth a special edition of"The Chink and the Child" which is to be sold in every city where the picture is shown.

Perhaps Mr. Burke may also feel a certain interest in the fact that I risked $250,000 in the exploitation and production of this tragedy, so great was my faith in his story.

Broken Blossoms is not to be generally released until the latter part of October, after which I am sure Mr. Burke will find that his stories will be brought to the attention of a large public to whom they were hitherto practically unknown.

Faithfully yours,

Grant Richards, Ltd.,
8 St. Martins Street,
Leicester Square,
London, W. C. 2

Dear Sir:

Your letter received. I regret very much that Mr. Burke should have taken too seriously the affair with the Photoplay Magazine. This is a trade magazine which is read only by picture "fans". I venture to say not over a few hundred of its readers keep up with modern literature in any way.

We have authorized no one to re-print any of Mr. Burke's stories, this is entirely out of our province. It is the custom of this magazine, which has a clientele among the trade to retell the popular plays and original scenarios put into pictures. As it goes largely through to this class of people, don't imagine it will hurt Mr. Burke. However that may be, we have had nothing to do with it.

It is the custom of this sheet to run a sort of Press fiction story of all the big picture plays that come out whether they are taken from plays, novels or original scenarios. It seems a very childish proceeding but I am sure cannot possibly cause Mr. Burke's reputation any damage as no one of any intelligence, even in our benighted America, but who is acquainted with Mr. Burke's stories. Also Mr. Burke's publishers in America are getting out separate copies of "The Chink and the Child" which is to be sold in every city where the picture plays. The picture has just begun to be shown and the publishers of Mr. Burke's books are going to make a special campaign throughout the entire United States for Mr. Burke's stories.

Mr. Burke is indisputably a great genius but I am afraid much of his work is caviar to the general but by the time this play is shown through the country his own story of the Chink and the Child will be known, not through the play itself, but through the special edition of Mr. Burke's work which is being put out by the publishers in every city, large and small, throughout America.

I was told concerning this by a book-seller in San Francisco who had calls for more copies of Burke in three days after the picture play opened that they had since Mr. Burke's plays had first been put on the market.

I can assure you that no one will be allowed to retell his story.

As for the clause about someone writing an appreciation of the film; in our career of some several years no press agent of ours has ever been allowed to write a single word concerning our productions. We print nothing except that which is printed by the Press and from established critics. I think the matter he quoted was taken from the Literary Digest; at least it was teken from the printed press of the country, over which we have no control.

Am quite sure there is nothing in our contract to keep us from reprinting from the daily press.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Sir:

Your insulting epistle did not reach Mr. Griffith's hands. Before writing such letters you should investigate the people to whom you are writing.

In our contracts we purchased the right to dramatize Mr. Burke's books in pictures; thus introducing an obscure writer to the world in ~~gner~~ general. We have not rehashed, or resold, or rehacked any of Mr. Burke's works. We have merely used it in a play for the cinema.

We are not in any way responsible for any ~~prink~~ articles that have been published outside. If any one is reprinting or rehashing Mr. Burke's stories, that is for the publishers or handlers of his stories to take up with the proper authorities and not with us. As your letter hints that our firm was engaged in theiving from one of Mr. Burke's stories, would suggest.....

Will,however,add that Mr. Griffith is highly indignant, having much respect for Mr. Burke's talent, upon reading this article, even though it is the custom of this journal.

Perhaps this may be news to you, but if one were to translate "Vanity Fair" written by a young man somewhere on a secluded and befogged little island, and make it into a play, it would be slightly difficult to keep in all the words without making a few slight alterations such as making into acts, Perhaps even the changing of a few words might become necessary.

We can assure you that Mr. Griffith took great pains to keep the spirit of Mr. B rke and most of the Press of America have hailed with surprise and gladness the fact that one man would risk a fortune and a quarter of a million dollars in putting on a

tragedy.

Had Mr. Burke given his book to the average stage producer there in the tight little island or outside of it, he should know by this time, unless he is very young in the theatrical world, that he should certainly have had Little Lucy and the Yellow Man embracing in a fervent happy ending, whilst Battling Burrows would have been Dickenized into a reformed father having given up drink, Limehouse, English publishers and American publishers, moving picture producers and other outcasts, and decided to Bernard Shaw his way onward and upward in purity and peace

September twenty-first.

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8 St. Martin's Street,
London, W. C. 2.

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Mr. Burke is mistaken in his supposition that this work was done by "a hack" hired by myself.

The fact is, I have no "press men" as Mr. Burke calls them. I make it an invariable rule never to put forth any written comments or eulogies of my own plays. I make the best plays I can and hand them over to the tender mercies of the public and the press, who, thereafter, make such comments as seem to them appropriate.

As it happened, the play, Broken Blossoms, attracted nation-wide attention to Mr. Burke's story. Both Broken Blossoms and the book, Limehouse Nights, have become national topics of conversation and of newspaper comment. I could no more control the newspaper comment than I could control the conversations -- even if I were so minded.

Whatever my private opinion may be, or Mr. Burke's private opinion may be, of the propriety and good taste of turning Broken Blossoms back into a fiction story, there seems nothing to be done about it. I knew nothing of the "fictionized story" until it was published. It would seem to be a matter between Mr. Burke and the publishers of the magazine. The same is true of the newspaper article to which Mr. Burke has also taken exception -- the one in which the writer thereof suggests that Broken Blossoms was taken "in some measure" from Limehouse Nights.

Unfortunately the sale to me of the cinema rights of "The Chink and the Child" gives neither Mr. Burke nor myself the general censor-ship of the American press. Therefore I fear that he, like myself, will be constrained to accept the bitter with the sweet and accept with philosophy the fact that both Broken Blossoms and Limehouse Nights have at least profited enormously by the same general attention that attracted the annoyances with which his spirit is afflicted.

Mr. Burke, however, is doubtless not without knowledge of the fact that, if Broken Blossoms inspired the Photoplay Magazine to the "fictionizing" to which he objects, the play also inspired his American publishers to put forth a special edition of"The Chink and the Child" which is to be sold in every city where the picture is shown.

Perhaps Mr. Burke may also feel a certain interest in the fact that I risked $250,000 in the exploitation and production of this tragedy, so great was my faith in his story.

Broken Blossoms is not to be generally released until the latter part of October, after which I am sure Mr. Burke will find that his stories will be brought to the attention of a large public to whom they were hitherto practically unknown.

Faithfully yours,

Insert

I knew nothing of the "fictionized story" ~~matter~~ until it was published. It would seem to be a matter between Mr Burke and the publishers of the magazine.

Mr Burke, however, is doubtless not without knowledge of the fact that, if Broken Blossoms inspired the Photoplay Magazine to the "fictionizing" to which he objects, the play also inspired his American publishers to put forth a special edition of the "The Chink and the Child" which is to be sold in every city where the picture is shown.

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Add 1

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STUDIO PROGRESSING ON SCHEDULE EXPECT TO BE READY FOR SHOOTING OCT 15 FACTORY AT A STANDSTILL WAITING FOR BITZERS PLANS WISH YOU WOULD SPEAK TO HIM SO YOU WANT LIVING ROOMS IN BIG HOUSE YOU SHOULD BE HERE OCTOBER 15 TO TAKE EXTERIORS LEAVES BEGINNING TO FALL REGARDS

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1646 CAHUENGA AVE.

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NIGHT LETTER TO SEPT. 22, 1919

RUSSELL B. SMITH

Cor. 42nd St. and Madison Ave.,

New York N. Y.

NO INTENTION TO CHANGE STRUCTURE FROM STEEL TO FRAME. HUCK EVIDENTLY MISUNDERSTOOD WIRE. DO YOUR VERY BEST ON SPEED. PLEASE SPEAK TO HUCK ABOUT ORDERING COAL FOR HEATING AT ONCE. REGARDS.

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SEPT. 22, 1919 HOLLYWOOD CALIFORNIA

Form 2 HOME

NIGHT LETTER TO

GEORGE GASCOIGNE

11 E. 42nd St.,

New York N. Y.

Studio Sale

CONGRATULATIONS AND THANKS ON CLOSING TITLE. PLEASE KEEP WILLIAMS PROPERTY IN LINE OR SOME OTHER EQUALLY ACCEPTABLE PARCEL FOR ME. REGARDS.

BANZHAF

CHG. D. W. GRIFFITH STUDIO ACCT.

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Form 2

HOLLYWOOD 2893 HOLLYWOOD HOME 579698

Sept. 22, 1919 1646 CAHUENGA AVE.

Hearts W.

NIGHT LETTER TO

J. C. EPPING

720 LONGACRE BLDG.

NEW YORK N. Y.

YOUR WIRE & REGARDING HEARTS RECEIVED SATURDAY NIGHT TOO LATE FOR INSTRUCTIONS REGARDING TWELVE PRINTS CHICAGO. TWO PRINTS SHIPPED SUNDAY NIGHT NEW YORK. SHOULD TWELVE PRINTS BE EXPRESSED CHICAGO IN ORDER TO SAVE TIME. MIGHT SHIP SAME UNITED ARTISTS OFFICE THERE. PLEASE ADVISE. UNDERSTOOD THESE TWELVE ARE PART OF THE TWENTY ORDERED.

BANZHAF

CHG. D. W. GRIFFITH STUDIO ACCT.

1 S C A R L E T D A Y S

A Tale of the Olden West.

Copyright 1919 by D. W. Griffith 4-A

2 W Story by S. E. V. Taylor
Photographed by G. W. Bitzer. 5

3 CAST OF CHARACTERS.

The Wandering Knight.....Richard Barthelmess
Little Flameheart.....Clarine Seymour
Lady Fair..... Carol Dempster
Sir Whiteheart.....Ralph Graves
Rosy Nell.....Eugenie Besserer
King Bagley.....Walter Long
The Sheriff.....George Fawcett

Anyone advertising a picture as a Griffith production without the name "GRIFFITH" and trademark "DG" on each film, is guilty of fraudulent advertising.
ARTCRAFT PICTURES CORPORATION 133A

4 Border Pictured in the country of the great gold strikes of '49. 100A

5 This story corroborates the old saying that truth is stranger than fiction -- incidents being taken from actual episodes of those stirring days. We refer you to "Reminiscences of a Ranger", by Horace Bell, H. C. Merwin's "Bret Harte", or Hittell's BHistory of California." 112B

6 Tuttletown Hotel, where sojourned Bret Harte and Mark Twain.
Note:-- Nearby was once a city over two miles long -- where now six inhabitants are free to live in half a hundred houses. 83-C

U 7 From this ground, eighty millions in gold was taken, with pick and shovel. 2-A

8		At times in the World's history Law and Order step aside, while each man with his weapon alone make law. The Robber Barons of the Dark Ages reappear in California, in the days of '49.	6-B
9	Border	So we introduce these Sir Knights of the Golden West.	7-B
10	Border	The Wandering Knight -- Don Maria Alvarez -- Blue-blood of Old Spain -- a frontier Robin Hood, who masquerades as a rich cattle buyer from Mexico.	19-D
11	Border	Dreaming of past events: Note -- This gentle appearing youth was the most famous desperado and gunman in all California.	26-B
12		A mad prank-- He holds up the Sheriff of Angel's Camp.	27-B
13		The Sheriff --- "I"d give five hundred dollars to meet that outlaw Alvarez face to face."	28-B
14		And Alvarez accomodates the Sheriff, without even asking for the Five Hundres.	29
15	Border	Also Little Flameheart -- piteous maiden -- from the old adobe quarter -- sometimes moaning for an indifferent lover -- Alvarez.	18-D
16		"Moon less over Alvarez -- you'd cook better."	134-B
17	Border	Sir Whiteheart of the Stainless Shield -- otherwise, John Randolph, a clean young Virginian -- strikes pay-dirt on the Tuolumne.	16-B

18		The dance-hall in Bagley's outlaw camp.	12-C
19	Border	In days of Old, when Knights were bold, And Life and Love held sway.	13
20		Roulette	90
21		Faro	91
22	Border	Bagley, Knight of the Black Stain-- ex-convict and sluice-robber.	33-B
23	Border	Rosy Nell, the belle of Bagley's.	14-D
24	Border	Now, journeying from this strange Romance Land, meet Lady Fair, leaving the New England school that has been her world.	8-C
25		Though longing since childhood to see her mother, she knows a strict and religious aunt as her only guardian.	9-B
26		Arriving home -- the aunt critically ill.	10-C
27		"Your mother -- I want to tell ---"	137
28		The aunt dies without explaining certain strange matters concerning Lady Fair's mother.	11-A
29	Insert Note.	--where we can get away to a different country. Am sending usual allowance for my daughter. Address Mrs. Nell Winters, Bagley Hotel, Spring Station, California.	
30	(Change)	As to Lady Fair's mother -- Rosy Nell could throw much light.	139-C

REEL TWO

31		The lonely Little Lady Fair often pretends that her mother -_ of whom she dreams as a saintly, beautiful lady -- is actually with her.	147-A
32		Soon to be very, VERY happy with her mother-- says the fortune in the tea leaves.	16
33	Border	Only a dream	149
34		In her loneliness, Lady Fair determines to go west to find her mother.	15-D
35	Border	Again in the West.	92-A
36		Little Flameheart's hero still indifferent.	21-C
37		Also introducing a Mexican Lady called "Spasm Sal", often warned to avoid excitement because of her heart.	44-A
38		"Chiquita, you are too small for a man's love."	22
39		She takes it out on the goat.	113
40		The goat loses.	20
41	Border	Lady Fair's ship arrives in San Francisco.	150
42		"My daughter! -- Boston Society , she is! --I'd die if she found out about me in this place!"	30-D

(Add on 1ft)

43	"Don't believe me? Look!"	31-B
44	"Nothing like that around here, eh?"	14-D
45	"You don't make a hit with the Senor -- Ever try washing your face?"	23-A
46	Love-driven -- a desperate venture with soap and water.	24-A
47	Not dreaming that on the nearing stage is her daughter.	25-B
48	Hoarding her earnings until she can get away with her daughter to a different life.	43-A
49	In the stained soul of Rosy Nell is a mother's yearning for childish arms, vaguely remembered. A strange game of "pretend" -- even a special dress for these occasions.	32-C
50	She wheedles the pass keys from Bagley.	114-B

REEL THREE

51 Border	Lady Fair arrives at Spring Station, near Bagley's	34-A
52	She inquires of Alvarez' man for the Bagley Hotel.	37-A

Insert note again.

53 (change)	He consults Randolph and partner.	38-C

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54		"Rosy Nell's daughter! She think her mother is a lady and Bagley's is a hotel. Caramba!"	39-D
55		"Just from school! Young- innocent- beautiful!"	40-B
56		"She mus' not know, Senors, what kind of woman is her mother!"	41-D
57	Change	So they agree to take her to Randolph's cabin.	101-A
58		"We'll get your mother. Think she's attending to some business in town."	135-A
59		Ready for her turn.	143
60		"That money -- I slaved for it -- my daughter!"	129
61		"She's dead!"	93
62		"I didn't do it!"	45
63		The Boy's cabin, a safe distance from the dance hall.	46-A
64		Alvarez goes for the mother.	42
65		Hot for vengeance, Bagley determines that Rosy shall die.	94-A
66		"Hang her! Hang her!"	116
67		But Bagley does not forger the gold.	111A

68		Alvarez intervenes.	48-A
69		Bagley consents that Rosy Nell shall see her daughter before ---	144
70		Perhaps you can get your daughter away before she finds out.	51-A
71	Border	The first decent kiss in ten years.	53
72		"Hurt my arm, Miss? I'll cut it off if you say so!"	117-A
xx~~73~~		PART FOUR	
UE	73	Never did Nell dream that Fate would set such a stage for the meeting with her daughter.	136
	74 (change)	The strange pact with trusted Sir Whiteheart: Silence concerning the mother's plight for three days, on condition she then be returned to Bagley's.	55-E
	75	"Come down to my place and see me -- just down the way."	52
	76	"Gracias, Senor! I accept your mos' kind invitation. When she comes, I come too."	54-C
	77	The cabin given to the ladies, the men in a nearby shack.	130
	78	World bruised arms hunger for the tender touch of innocent love.	104

79		And a sweeter fire burns in a lawless breast.	88
80		"The Senor's gone."	118-B
81		In a suit that fitted when he left Virginia.	105
82		Fortunately one of their library of three books is love-lorn poetry.	58-A
83		"White days above me, I love - I love, Moon rays above me, still, still, I lowe."	152
84	(change)	A half hour later, while Randolph is love-moaning in the far woods.	60-B
		REEL FIVE	
85		433#	
85		His search unavailing.	60-A
86		"Next time, don't scream -- come to us."	96-D
87		In distant Angel's.	153
88		"When I get that Alvarez----)"	109-B 25*
89		"If they hadn't robbed me, I might yet be able to get my daughter away from this terrible place."	62-B
90		Alvarez, weary of his life, dares to dream he can steal away with them to a better, sweeter way.	61-B

91		"Perhaps, Senora, I can borrow the money, and--"	63-B
92		"I'd give my roll to get that girl in this place."	120-A
93		"Let me talk to you alone -- I've got something important to tell you!"	121-B
94		When the hall is nearly deserted.	64-B
95	(change)	Randolph, hunting the marauder, happens upon Alvarez.	151-A
96	(new)	In the early morning.	154
97		"My own money!"	122
98		She hints she has sold a claim.	66-A
99		"You can't go! I've given my word!"	107-B
100	(change)	Black Stain pretends to believe Sir Whiteheart is the robber.	65-B
101		He cannot tell the daughter why the journey is impossible.	73-B
102		But before they ----	149
103		"Bagley mus' not come in -- he wish only the girl!"	67-C
104		"Stay where you are, Bagley!"	68

REEL SIX

105	"But you will be in danger!"	77
106	Alvarez super-gun work in good use at last.	74-A
107	They agree to let one man search the house.	69
108	From his coarse bluster about Rosy Nell---	131-B
109	---Lady Fair learns the terrible truth a bout her mother.	71-B
110	"---Besides that, she's got to hang."	97-C
111	"Well, the time isn"t up yet."	98-A
112	"Mother! That isn't ture -- is it?"	99-A
113	"I am Rosy Nell."	132
114	"They're not there."	70-A
115	"Partner!"	152
116	Alvarez' supreme sacrifice.	72-A
INSERT NOTE	-- If you want me follow this man -- Hurry to save innocent people. Alvarez.	
x117		
117	"The cliff -- perhaps you make it -- you tell the Sheriff ---"	80-A

118	(change)	They demand Randolph , thinking to learn where Lady Fair is hidden.	75-B
119	(change)	Without ammunition, Randolph attempts to divert the attack.	76-C
120		"While they're busy with me, make a run for it with the ladies."	78-B
121		"Where are those women?"	81
122		"You let him go out -- to die?"	96
123		"Let him hang till he talks!"	87-C

REEL SEVEN

124	She attempts to save her lover by returning the gold.	124-B
125	"Bring Baby-face here and let him look!"	83-A
126	"Where's Alvarez?"	125
127	"It's -- it's all right -- dear. I had you a little while."	126-A
128	"I'm glad he's alive so I can hang him!"	84
129	So, after Chiquita has nursed him back to life,-- on his way to death.	85-A
130	The last farewell.	127
131	"Used to be the best shot in the country-- little off color lately!"	86
132	So ---	128
133	On the way to Stockton , and Matrimony.	87

THE END

September 22, 1919

Professor Bruce L. Clark,
2232 Blake Street,
Berkeley, Calif.

Dear Professor Blake:--

Mr. D. W. Griffith has occasion to have an expert pass an opinion upon some oil property.

You may perhaps know that about three years ago Mr. Griffith attempted to bore some oil wells on his property at San Fernando. Mr. Griffith asked the writer to get in touch with Mr. Sternlov, who is manager of Mr. Griffith's ranch, and who was also a student in your summer class here in Los Angeles during the past summer. Mr. Griffith asked Mr. Sternlov to advise who of his college instructors would be a reliable man to secure for passing an opinion on oil property and Mr. Sternlov said that without question he would consider you to be the most reliable party that he knew of. But he explained that you are engaged in school work there and there might be a possibility that you could not get away for making such an examination.

For your information, beg to advise that the property in question is only an hour's ride from Los Angeles and you could come down on one of the night trains, make the examination and return to Berkeley the following night, being absent only one day.

For such a trip of course Mr. Griffith would expect to pay your expenses and would pay you for you services as well.

Will you be so kind as to advise the writer by wire, collect, whether or not you can do this some time within the next week or ten days, preferably next Saturday or Sunday.

Yours very truly,

Manager for Mr. Griffith

Sept. 22, 1919.

Mr. J. E. Blackman,
4154 Lark St.,
San Diego, Calif.

Dear Mr. Blackman:

We never have gotten together on making out your notes which were to replace the chattel mortgage which we held on the equipment sold to you. However, it has turned out to be just as well, as it is, because the only advantage of the notes would have been that we could have utilized them to satisfy some of our creditors. We have, so far, been able to keep our creditors from starting any legal procedure against us on the strength of our promise that we would be able to do something for them on or about the 1st of October.

You will recall that when Mr. Hall and I called upon you, you agreed that it would be satisfactory to make a payment on a note on October 1st amounting to $400.00. Inasmuch as the note was never executed, we will expect payment from you which can be applied against our original transaction just as well as against the note.

Trusting you will not disappoint us, I beg to remain

Yours very truly,

Secretary,
Western Aniline Products Co.

ECB/BB

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If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

September 23rd, 1919.

Mr. A.H.T.Banzhaf,
Hotel Alexandria,
Los Angeles, Cal.

All Consuls have strongly warned my sister against going to Europe at present time on account of danger of overthrow of Government Have finally persuaded her to stay here May I ask before you leave that you take up the matter with Mr. Griffith regarding which we talked about concerning her Will appreciate this very much Regards.

Epping.

Chge. Wark Producing Co.

Los Angeles, California,

September 23,

1 9 1 9.

My Dear Mr. Brady:--

Mr. Griffith has instructed me to answer your letter of September 18th. He expects to be east very soon and will gladly let you know and arrange for an interview with you. It will probably be a month before he occupies his new studios near New York City.

Respectfully yours,

Secretary to Mr. Griffith

Mr. Cyrus Townsend Brady,
The Hemlocks,
22 Edgecliff Terrace,
Park Hill,
Yonkers, N. Y.

Yankee Doodle Film Co.

Sept. 23, 1919.

Yankee Doodle Film Co.,
802 Flood Bldg.,
San Francisco, Calif.

Gentlemen:

This is to acknowledge receipt of your letter of September 12th enclosing check for $250.00.

Yours very sincerely,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sept. 23, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

On Aug. 5th, I wrote you calling your attention to the fact that the J. W. Kays Company of this City, insurance brokers, have placed insurance upon the negative of "Intolerance" and have billed us for $354.03. I suggested in my letter that if you would send me your check I would secure a receipt and mail it to you for your files.

The Kays Company are telephoning me every once in a while about this and all I can tell them is that I have sent for the money. For your information I beg to advise that I have not taken this into our studio records so the insurance company hold the account against the Wark Company direct.

Yours very truly,

ECB/BB

Sept. 23, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Enclosed please find check payable to the Wark Producing Corp., amounting to $1063.84, which is the amount we received from the De Luxe Feature Film Co., of Seattle, for one copy of "The Mother and The Law" and one copy of "The Fall of Babylon". Through oversight the bill against the De Luxe company was entered up in our accounts receivable records and the cash taken into our bank account when it was received. This check removes it from our records and gives you the proceeds.

Yours very truly,

ECB/BB

September 23, 1919

Mr. H. O. Schwalbe,
First National Exhibitors Circuit, Inc.,
6 and 8 West 47th St.,
New York, N. Y.

Dear Sir:--

Hereby acknowledge receipt of check payable to D. W. Griffith for $20,000.00, dated September 17th, 1919. I f two previous checks for $20,000.00 each and one for $15,000.00 have not been acknowledged this letter accounts for a total of $75,000.00 received to date from the First National Exhibitors Circuit.

Very truly yours,

Secretary to Mr. Griffith

#85

Sept 1919

This agreement, made and entered into this 23rd day of September 1919 between WARK PRODUCING CORPORATION, party of the first part, and ASCHER BROTHERS, Chicago, Ill., hereinafter known as party of the second part.

Witnesseth, That the said party of the first part agrees to lease to the said party of the second part, certain valuable films known as D. W. Griffith's "THE FALL OF BABYLON," and musical score for the purpose of exhibiting the same at the various theatres in Cook County for two-hundred (200) days on or about January 1st, 1920. To be used in One Hundred and Twenty (120) days from opening date.

In consideration of One Dollar in hand paid, (the receipt of which is hereby acknowledged), party of the second part agrees to pay to the party of the first part, the sum of Sixteen Thousand Eight Hundred (16,800.00) Dollars rental for the use of the above mentioned Motion Pictures. Rental to be paid on the following terms: On the signing of this contract, Four Thousand ($4000.00) Dollars, and on delivery of the films twelve (12) copies of "THE FALL OF BABYLON" Twelve Thousand Eight Hundred ($12,800.00) Dollars.

The party of the second part further agrees that he will not exhibit nor permit the exhibition or advertising of said Motion Picture, as part of any programme of photoplays, and further agrees that the forms of announcements and advertising of the presentation of the films will be only those provided by the party of the first part, or approved by the party of the first part in writing.

The party of the second part also agrees that he will not cut or permit to be cut, the said films, but that he will exhibit the films exactly as delivered to him by the party of the first part, and that he will not use the musical score furnished by the party of the first part as the sole musical accompaniment during the exhibition of the said films.

Party of the second part agrees to take the utmost care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition and that it will not use or cause to be used in any manner those films

exactly as delivered to him by the party of the first part, and that he will not use the musical score furnished by the party of the first part as the sole musical accompaniment during the exhibition of the said films.

Party of the second part agrees to take the utmost care of said films and all other property in its possession belonging to the party of the first part; to have its operating machines in first-class condition and that it will not use or cause to be used in any manner these films in any other place or theatre except the one above, before, during, or after the above stipulated period.

The party of the second part further agrees to return the above mentioned pictures to the party of the first part in the same condition as when rented, necessary wear alone excepted, immediately upon the expiration of this contract, and in the event of said Motion Pictures being damaged or injured in any way, the party of the second part agrees to pay for said damage within five (5) days after receipt of bill from the party of the first part.

The party of the second part further agrees to return said Motion Pictures together with slides and photos given it free in connection with same, and to pay express charges on same, to the party of the first part same day this contract and agreement expires, and if not returned, the party of the second part agrees to pay for same.

Party of the second part also agrees that if on account of any unforeseen circumstances, party of the first part shall find it impossible to deliver to party of the second part the above mentioned films in due time, party of the first part shall not be held liable for any claims for damages of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WARK PRODUCING CORPORATION

By E. L. Moore (Seal)

Asche Big (Seal)
by Walter Asche

This Contract is vitiated if altered, erased or interlined without mutual consent.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 24, 1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:--

I am forwarding for Mr. Griffith the report of "Broken Blossoms" for the week ending September 20th at Clunes Auditorium. Please notice the voucher No. 7, Miner Lithographing Company check for $292.79, with Mr. Hamberg's explanation.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California

September 24th,

1 9 1 9.

Miss Margaret Fritchman,
Hotel Alexandria,
Los Angeles, Calif.

My Dear Miss Fritchman:--

Your letter, so full of real appreciation and encouragement has sent a ray of light into my life so filled with work. We toil night and day to perfect these little pictures, and when they are finished our greatest reward, after all, is the gratitude and appreciation of those who come to see the finished work.

I am truly thankful that my little plays have given you such pleasure and hope you will find the same satisfaction in the pictures I have still to make.

Sincerely,

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Sept. 24th, 1919.

Mr. D. W. Griffith,
Hotel Alexandria
Los Angeles, California.

Dear Mr. Griffith:-

I enclose suggested draft of a letter which we wish to send over your signature to the one hundred selected citizens in one hundred of the best cities where "Broken Blossoms" will be shown. This letter goes to just one person in each city, but the recipient will be the most substantial patron of art in the city. Immediately upon the receipt of this will you either telegraph me your approval of the letter or wire suggested changes.

The United Artists is getting each of its branch managers to telephone house-owners in these one hundred cities, asking them to nominate the best citizens to act as sponsors for these invitations. These names will be sent to us by wire by Monday and we want to begin at once sending this letter to them over your rubber stamp signature.

Along with this letter will go a reproduction of the Charles Hanson Towne letter and extracts from the Amy Leslie and Virginia Tracey criticisms.

This letter which I have sketched for you may [redacted] at first seem[redacted] to you a little too practical. You will notice that it starts right out with the bold invitation, but it is written this way for a purpose. I felt it necessary to arrest their attention before beginning the argument because otherwise it might be turned away simply as a circular letter.

The United Artists is entering enthusiastically into this exploitation enterprise and is instructing its agents to make capital out of the fact that you are doing this to show your great faith in this picture; that it is gratuitous service to demonstrate that your

Sept. 24th, 1919.

Mr. D. W. Griffith ---------#2.

interest in the success of your pictures does not end when you have closed your contract with the exhibitor.

On this opening night we will have some person in each city make a speech in the presence of these selected visitors and the newspaper critics. We are arranging to furnish a list of the distinguished guests to all the newspapers so that every reference in the review will carry the impression of class.

Sincerely yours,

Frank R. Wilson

FW/W

Sept. 25/1919
taken from running.

HEARTS OF THE WORLD.

Titles - 1st Reel.

D.W. Griffith sets up his camera in the British front line trench at Cambrin, fifty yards from the enemy's lines.

The interested look upward is directed toward passing shells.

At No. 10 Downing Street, David Lloyd George, England's Prime Minister, wishing D. W. Griffith success for his picture.

Apologies - and thanks.
The picture follows.

D. W. Griffith presents
HEARTS OF THE WORLD.
Copyright 1918 by David W. Griffith.

The story of a village. An old fashioned play with a new fashioned theme.

Credit title.

God help the nation that begins another war of conquest or meddling! Brass bands and clanging sabers make very fine music, but let us remember there is another side of war.

Let us not forget the Common People! In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more war.

After all, does war ever settle any question? The South was ruined - thousands of lives were sacrificed - by the Civil War; yet did it really settle the Black and White problem in this country?

So perhaps the villainies of our story are as much to be laid upon the opportunities given by war itself, as on any particular race or people.

Our play is taken from the lives of two American painters, who, in their youth, went to this village in northern France to paint the old Roman wall, whose stones were laid by the legions of Caesar.

Here they dreamed the dreams of youth. When Fate was unkind to them, they made their home in the village, possibly for reasons of economy.

One of the friends died, leaving a daughter, a wife and her aged father.

Peaceful days in the year of 1912. The village at the time of spring, where people love and hate, cry and laugh, sin and are forgiven - even as you and I.

The market place.

The double house in which lived the two American families on the Rue de la Paix. (The Street of Peace.)

We find the home brightened by pleasant news; daughter is returning from a long visit to an Aunt in Rheims.

The boy, son of the other American painter, burnt with the genius denied his father, has just returned from Paris.

The fussy little mother sometimes thinks herself neglected.

Three harmless little goslings.

The wanderer.

One of the many prayers. "Please make me so nice and good that Boy will love me forever and ever."

Time brings to the girl interest in fashions and other little nets to catch love, after the manner of the world.

The littlest one of the Boy's three brothers is inclined to hero-worship.

This little love affair between them has been going on about five years.

With great enthusiasm he reads from his latest manuscript.

September 26th 1919.

Mr. Charles V. Duffy,
Collector of Internal Revenue,
Newark, New Jersey.

Dear Sir:

Enclosed herewith please find check for $153. in payment of Capital Stock Tax of the D.W.G. Corporation.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Phone, Bryant 832

Cable Address, "Jawilk"

Jacob Wilk

Motion Pictures

1476 Broadway, New York City

David w/ my corr.

825 Longacre Building,

New York, Sept. 26, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York City, N. Y.

Dear Mr. Banzhaf,

I would appreciate your advising me if I can discuss the Michigan rights to "THE AVENGING CONSCIENCE." I have a friend who is interested in securing rights to re-issue this picture in Michigan.

Please let me have a price for this and oblige,

Yours very sincerely,

Jacob Wilk

September 27th 1919.

Mr. Jacob Wilk,
1476 Broadway,
New York City.

Dear Sir:

Your letter with reference to the Michigan rights to "THE AVENGING CONSCIENCE" was received at this office, and I beg to advise that Mr. Banshaf is at the Coast at the present time and is expected to return either the first or second week in October, at which time he will take up this matter with you.

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sept. 27, 1919.

Mr. P. H. Stilson,
c/o Famous Players Lasky Corp.,
485 Fifth Ave.,
New York, N. Y.

Dear Sir:

We are shipping you today by express a negative and positive copy of "Nugget Nell" to be shipped by you to London, England.

Attached please find details of the negative for the information of the laboratory in England. The total length of the negative is 4564 ft. including leader.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DETAILS OF LENGTH AND ARRANGEMENT
OF ROLLS OF FOREIGN NEGATIVE OF

NUGGET NELL.

	Roll #	Scene Nos.	Color	Negative Length	Length of Leader
Reel 1.	1	1	Amber	197	4
	2	2	"	160	4
	3	3	"	180	4
	4	4	"	163 1/2	4
	5	5	"	161 1/2	4
	6	6	"	101 1/2	4
Reel 2.	7	1	Amber	181	4
	8	2	"	181 1/2	4
	9	3	"	165	4
	10	4-6-8	"	185	4
	11	5-7	Two tone	21	4
	12	9	Amber	175 1/2	4
Reel 3.	13	1-3	Amber	158	4
	14	2	Blue	16	4
	15	4	Amber	140	4
	16	5	"	162	4
	17	6	"	200	4
	18	7-10	"	155	4
	19	8	Two tone	2 1/2	4
	20	9	Red	4	4
Reel 4.	21	1	Amber	189 1/2	4
	22	2	"	195 1/2	4
	23	3	"	189 1/2	4
	24	4	"	184	4
	25	5	"	182 1/2	4
	26	6	"	54 1/2	4
Reel 5.	27	1	Amber	199	4
	28	2	"	193	4
	29	3/5/7/9/11	"	178	4
	30	4-6-8-10-13-15-17	Red	45	4
	31	12-14-16-18	Amber	120	4
				4440 ft.	124 ft.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

U.A.C

Douglas Fairbanks

Hollywood, Calif.
Sept. 27th, 1919.

Mr. Albert Banzhoff,
Alexandria Hotel,
Los Angeles, Calif.

My dear Mr. Banzhoff:-

Will you kindly have Mr. Griffith sign the enclosed letter, so as to correct the error in his contract. I am having Mr. Fairbanks and Miss Pickford to do likewise and have written Mr. Burkan enclosing a similar letter.

When the contract was first drawn it was the intention to have the Corporation organized pursuant to the laws of the state of New York. Subsequently Mr. McAdoo advised the organization pursuant to the laws of Delaware. I think we should have the matter corrected. You might send or deliver the letter when signed by Mr. Griffith to Mr. Clifton in New York City.

Sincerely,
~~Very~~ truly yours,
Dennis F. O'Brien

DFO'B JB

September 27, 1919

Mr. J. C. Epping,

720 LONGACRE BLDG.

New York N. Y.

Dear Mr. Epping:--

Enclosed herewith please find check payable to Mr. Banzhaf for $20,000.00, which he has endorsed for Studio use in New York.

Very truly yours,

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

65NY HD SHEET TWO ALEX HOTEL

HAVE JUST ENOUGH MONEY IN BANK FOR ONE MORE PAYROLL

GREY WIRED MR GRIFFITH FOR TWENTY THOUSAND ON FRIDAY STOP

SMITH SAYS HE MUST HAVE MONEY IN FULL FOR STRUCTURAL

IRON EARLY NEXT WEEK PLEASE ASK MR GRIFFITH TO SEND

CHECK EARLY THIS WEEK REGARDS

EPPING

250PM

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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Telegram	
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If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

Ap studio file

C5NY HD 135 BLUE

S1 NEWYORK NY 1225P SEP 29 1919

MR A H T BANZHAF 1126
HOTEL ALEXANDRIA LOSANGELES CALIF

REPLYING TO YOUR TELEGRAM TO GREY WHO IS IN PITTSBURG
STUDIO BUILDINGS ARE GOING UP SATISFACTORILY IRON CONSTRUCTION WILL BE
FINISHED OCTOBER FIFTEENTH CARPENTER SHOP ALMOST FINISHED NOW FOUNDA-
TION FOR FACTORY HAS BEEN FINISHED SOMETIME AND WORTMAN IS ANXIOUSLY
WAITING FOR PLANS FROM COAST TO GO AHEAD WITH CONSTRUCTION STOP
CAN YOU HURRY THESE STOP WILL SEND SAMPLE OF WATER
TO EASTMAN COMPANY FOR ANALYSIS HAVE SENT YOU TWO WIRES
STATING THAT I WAS RUNNING SHORT OF BLANK CHECKS DID
YOU RECEIVE THESE HAVE RECEIVED NO REPLY TO EITHER STOP

TELEPHONE, CIRCLE 4370

NEW YORK, September 30th, 1919

D.W. Griffith Studio, (DUPLICATE) Studio

Long Acre Building, N.Y.

PRIVATE AUTO SERVICE BY HOUR, DAY, WEEK OR MONTH

TO A. A. AUTO SERVICE, INC.

118 WEST 56TH STREET
NEW YORK CITY

PACKARD TWIN SIXES, TOURING, LIMOUSINE AND LANDAULET CARS

TO AUTOMOBILE SERVICE

1919							
June	30	Balance as per bills rendered,				$294.00	
July	22	Credit- Check					$484.00
		(Our bill to May 25th was $190.00, and we billed you for that amount when you requested a bill sent. By June 30th the amount had grown to $294.00 and we billed you that date for $294.00, being 190 for bill rendered and $104 for new items. On July 22nd we rec'd check for $484.00 in payment, or 190 too much, and Mr. Banzhof instructed us to carry it along as a credit until you used it up.					
		Credit Balance from $484.00 check					$190.00
July	3	Auto Hire,	2/3/4 hours	at $4	per hour	$11.00	
	24	"	9	"	"	35.00	
	31	"	7 1/4	"	"	29.00	
Aug	5	"	5 1/4	"	"	21.00	
	6	"	4	"	"	16.00	
	8	"	6 1/2	"	"	26.00	
	15	"	3	"	"	12.00	
	21	"	3 3/4	"	"	15.00	
	26	"	4 3/4	"	"	19.00	
Sep	6	"	4 3/4	"	"	19.00	
	10	"	6 3/4	"	"	27.00	
		"	4 1/4	"	"	17.00	
	18	"	3	"	"	12.00	
		Total charges to your a/c July 1st-Sep 30th				$259.00	190.00
						190.00	
		Balance due AAAutoSvc to Sept 30th,				$ 69.00	

RECEIVED PAYMENT,

A. A. AUTO SERVICE, INC.

PER.....

POLICE

GEO. K. HOME
CHIEF

City of Los Angeles, California
Police Department

September 30, 1919.

Blake

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Sir:

Accept my sincere thanks for your donation of $50.00 to the Police and Firemen's Emergency Relief Association fund.

I assure you that we fully appreciate your generosity, and I have taken occasion to mention your kindness in the Daily Bulletin.

Respectfully,

Geo K Home

Chief of Police.

GKH'D'O

Studio site

Albert L. Grey, general manager for D. W. Griffith, after a careful survey of all the available property near New York City, has selected New Rochelle as the location for the new Griffith eastern production headquarters. The site is a part of the Henry Flagler estate and is admirably suited for picture making. Plans have been drawn for a studio building that will be complete in arrangement and equipment. Frank Wortman, technical director, and T. D. Thompson, electrician, are in New York from the Griffith studios in Los Angeles to attend to the preliminary arrangements.

The burden of decision in selecting a site for Mr. Griffith's producing activities has rested on the shoulders of Albert Grey, and his choice of the Flagler estate, just "Forty-five Minutes From Broadway," is considered a genuine "find" among motion picture authorities.

The deal for the leasing of the property was handled through attorneys Albert H. A. Banzhaf and John G. Pembleton, and includes a long term tenancy with an option for renewal.

Mr. Griffith will have a hand in planning the building and its interior arrangements and is expected to introduce a number of startling departures for the making of art productions such as "Broken Blossoms," "The Fall of Babylon," "Hearts of the World," "The Mother and the Law," "The Birth of a Nation" and others with which his name has been identified in the past.

Mr. Griffith and his entire western staff of players, photographers, technical directors and business executives will arrive in New York before the first of October to begin work at New Rochelle.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California

September _____, 1919.

$250,000.00

On Demand, for value received, I promise to pay to UNITED ARTISTS CORPORATION, Two Hundred Fifty Thousand Dollars ($250,000.00) with interest, payable _____ at the rate of Six (6%) per cent per annum from date until paid.

_____

6-26-19-75,000 (26-5874)

Form 1-IT. **NOTICE OF ASSESSMENT AND RECEIPT**

STATE TAX DEPARTMENT, ALBANY, N. Y.

Date 10/1/19

Notice is hereby given that there has been assessed against you the amount set opposite as a franchise tax, under Art. 9-A of the tax law.

It is due and payable on or before JANUARY 1, 1920.

CERTIFIED CHECKS should be payable and forwarded to STATE COMPTROLLER Albany, N. Y., with this form.

David W. Griffith Corp
2 Rector St
New York City

STATE FRANCHISE TAX
ON BUSINESS CORPORATIONS

For period ending October 31, 1920

TAXES, PENALTIES, ETC.

Tax on income at 4½% $

One mill on cap. stk.

Minimum tax 10.00

Penalty

Interest

Total,

Received payment, JAN 6 - 1920

Eugene McGravis
Comptroller

Assistant Deputy Comptroller

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt for taxes. (OVER)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 1, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Enclosed find check for one hundred dollars($100.00) to reimburse you for press club you paid for Mr. Griffith personally.

Yours very sincerely,

IAW/BB

Oct. 1, 191 9.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Mr. Griffith authorized me to advance George Beranger $200.00 which George agrees to return to Mr. Griffith out of his salary. He suggested giving me post-dated checks to cover the amount at the rate of about $20.00 per week and I told him this would be all right so far as I am concerned, but, inasmuch as his salary will be paid in the east hereafter, I suppose you can make some arrangements with him.

Yours very sincerely,

P.S. As this obligation is liquidated the funds are to be credited to the D. W. Griffith Studio, and not to Mr. Griffith personally.

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 1, 1919.

Famous Lasky Film Service Limited,
Temple Bldg.,
Toronto, Canada.

Gentlemen:

Enclosed please find four copies of our certified invoices for export into Canada, covering shipment of two copies of "Hearts of the World" - which went forward by express today.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO. (Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) Los Angeles, Calif. (Street.) (City.) (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway Exp. (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Calif. (U. S. Customs port of exportation.) To ultimate foreign destination of goods Toronto, Canada. (City.) (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. R A C	#63 , DATE OF EXPIRATION		1, 191		
2 wooden		Positive Motion Picture				
boxes con-		Film - D. W. GRIFFITH				
signed to		Production entitled				
Famous Lasky		"HEARTS OF THE WORLD"				
Film Service		2 prints				
Ltd.		(10 reels per print)				
Temple Bldg.		Total - 20 Reels		20604 ft.	$1648.	
Toronto,						
Canada.						

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Lasky Film Service Ltd. Temple Bldg. of TORONTO ONTARIO CANADA is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that Famous Lasky Film Service Ltd. (Name.) Toronto, Canada. (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on Oct 2d, 1919

Geo. F. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

(Signature) D. W. GRIFFITH STUDIO. E. C. Bidwell

(Capacity) Business Manager. (Member of firm, secretary, agent, etc.)

(Address) 4500 Sunset Blvd., Los Angeles, Cal.

1—448

873 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Oct. 1, 191 9.

Invoice of MOTION PICTURE FILM purchased

by Famous Lasky Film Service Ltd. of Temple Bldg. Toronto, Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	2	Copies Motion Picture Film			
		D. W. GRIFFITH PRODUCTION			
		entitled "RIGHTS OF THE WORLD"			
		10302 ft. per copy			
		Total footage 20604	.08 per ft.	.03	$1648.32
		"GOODS MADE IN U. S. A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

We the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this First day of October 191 9.

D. W. GRIFFITH STUDIO.

(Signature) E. C. Bidwell

By Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and sworn before me this 2d day of October 1919

Geo. F. Schmeid

Notary Public in and for the County of Los Angeles, State of California

Los Angeles, Calif.
Oct. 1, 1919.

B.B.

Mr. Thomas Burke,
24 Stanhope Road,
Highgate, London, N.,
England.

My dear Mr. Burke:

Am just in receipt of your letter. I cannot understand why you have not received copies of brochure and publicity matter which was sent to you. Not only the notices concerning the play, but all advertising matter and description of the cinema play, I ordered sent to you and was informed by my New York office that this had been done. Am sure it was sent but must have gone wrong somewhere in the mails or perhaps was sent in care of your publishers in London.

When I first contemplated making a cinema drama of your story, it met with fierce objection among all the distributors connected with our industry. Of course, as I don't need to tell you, the presentation of tragedy, either in moving pictures or on the stage, is a very daring thing as I cannot recall any that have been successful with the people.

It was my intention to attempt a real tragedy with the motion pictures and so used your story for this purpose. Artistically, it has been a big success. It is too early yet to tell how it will do in a financial way. Its exploitation and showing in the large cities for advertising purposes, as well as other advertising and exploitation was to attempt to change the public taste so they will be open to a different line of stuff than the mush they have been accepting and has put us out to the tune of Fifty Thousand Pounds, without one penny of profit, but as we are to exhibit through the motion picture theatres the middle of next month, we hope at least to recover the most of our expense. As it was not produced for financial profit, further than this we have no great expectations.

The play will no doubt be produced in London some time this winter and you will then be able to see it. We tried very hard to keep to the spirit of the story, making only such changes as we deemed necessary for our audiences, and of course,

as you know, you cannot picturize words. But we tried to stay to the general tone and spirit of your story as we saw it.

Am quite sure the picture play will be of enormous value to you through the sale of your books, when it gets going through the country as it will advertise and bring to the minds of the great middle class, your books, which I rather imagine have been caviar to them. I have been told by the publishers that in the few places where it has been shown the picture created a great interest and demand for your books as it naturally would do on account of the international advertising campaign that we were forced to adopt to try to popularize the picture play.

As soon as the play has been tried out through the country, will let you know as to its reputation. Am leaving Los Angeles for New York very soon. If you contemplate a trip to New York would be very glad to meet you as I think with your great imagination and inventive genius we might get together on something written especially for a picture play and that might be very flattering both artistically and financially.

Of course, as you must know, attempting to put over plays of such a tragic vein as runs through your story, is practically an impossibility in the theatre, but with some sort of a compromise with the public, I feel could be made through which you could reap gratifying financial benefits if you are interested in this sort of thing, as they are paying big prices for books and stories that have had wide popularity with the masses. This is the basis upon which they pay -- according to its popularity and number of readers that the book has had.

Very truly yours,

COPY

CABLE ADDRESS "PRICEWATER" LOS ANGELES.

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, ST. LOUIS, PITTSBURGH, MILWAUKEE, DETROIT, SAN FRANCISCO, LOS ANGELES, SEATTLE.

I. G. PATTINSON
RESIDENT MANAGER

PRICE, WATERHOUSE & CO.

CERTIFIED PUBLIC ACCOUNTANTS (ILL.)

TITLE INSURANCE BUILDING.

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO. LONDON, PARIS, PETROGRAD, CAIRO, ALEXANDRIA.

LOS ANGELES, CAL. October 1 1919.

A. H. Banzhoff, Esq.,

D. W. Griffith Studio,

Los Angeles, Calif.

Dear Sir:

In accordance with your conversation with our Mr. Howard, we shall arrange, as soon as advised by Mr. Bidwell that the accounts are ready for us, to continue our examination of the accounts of the studio to the time of the removal to New York, which we understand will be about October 31.

Yours very truly,

Price, Waterhouse & Co

Copy to E.C.Bidwell, Esq.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

October 1st 1919.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, DR.

- -

To professional services for month of Sept. - -$ 150.00

Received Payment
SEP 9 1919
Albert H.T. Banzhaf

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Oct 1 1919

M D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

Plumber

1654 N. Vermont Avenue
Corner Prospect

As per attached invoices	8 45
" " " "	2 85
" " " "	4 75
" " " "	1 85
	$17.40

Pd by Ck # 4824 OCT 11 1919

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—FORM WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) Los Angeles, (Street.) Calif. (City.) (State.) From Los Angeles, Cal. (Place of original shipment.)

Via American Railway (Carrier from interior point, if any.) For shipment on the _____ (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From Los Angeles, Calif. (U. S. Customs port of exportation.) To ultimate foreign destination of goods Toronto, (City.) Canada. (Country.)

Marks and numbers.	Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
					DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO.	, DATE OF EXPIRATION		1, 191		
	5 cases	Positive Motion Picture				
United		Film - D. W. GRIFFITH				
Artists		Production entitled				
Corporation						
123 Bay St.		"BROKEN BLOSSOMS"				
Toronto		5 prints				
Canada.		(6 reels per print)				
		Total - 30 reels		31115 ft.	$2489.	

Waybill or manifest

No. _____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that D. W. GRIFFITH STUDIO. of Los Angeles, Calif. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that United Artists Corporation, Toronto, Canada (Name.) (Address.) is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on Oct 2d, 1919

Geo. H. Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)

My Commission Expires August 31, 1921

(Signature) D. W. GRIFFITH STUDIO.
E. C. Burdell

(Capacity) Business Manager.
(Member of firm, secretary, agent, etc.)

(Address) 4500 SUNSET BLVD. LOS ANGELES CAL.

1—448

3 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles Calif. Oct. 2 191 9.

Invoice of MOTION PICTURE FILM purchased

by United Artists Corporation of 123 Bay St. Toronto - Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	5	Copies Motion Picture Film			
		D. W. GRIFFITH PRODUCTION			
		ENTITLED "BROKEN BLOSSOMS"			
		6223 ft. per copy			
		Total Footage 31115	.08 per ft.	.08	$2489.20
		"GOODS MADE IN U. S. A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this Second day of October 191 9.

D. W. GRIFFITH STUDIO.

(Signature) E. C. Bidwell

Business Manager.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and Sworn to before me this 2d day of October 1919

Notary Public in and for the County of Los Angeles, State of California

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Oct. 3, 1919.

Mr. D. W. Griffith,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Griffith:

For your information, beg to advise that during the month of September the Dorothy Gish pictures have yielded profits which have been disbursed as follows:

"BATTLING JANE" profits $851.93

Disbursed as follows:

Clifton,	3%	$25.55	
Taylor,	5%	42.60	
D. Gish,	10%	85.19	
Griffith,	82%		$698.59

"THE HOPE CHEST" profits $1207.06

Disbursed as follows:

Clifton,	3%	$36.21	
D. Gish,	10%	120.71	
Griffith,	87%		1050.14
Griffith Total			$1748.73

I have today deposited to your personal account the following items:

Profits from Dorothy Gish pictures as above	$1748.73
Profits from "BROKEN BLOSSOMS", Clune's Auditorium, to apply against loan of $2500.00	2284.43 Profit 9/27
Total Deposit	$4033.16

Yours very truly,

E. C. Bidwell

ECB/BB

Oct. 3, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping-

As per your telegram of October 1st, I am handing you herewith , in duplicate, a bill for "BROKEN BLOSSOMS," which I have made up as per instructions in your letter of Sept. 11th. I trust that you will be able to collect this bill and remit to me promptly.

Attached hereto I am giving, for your personal information, the situation in regard to the shipments on this picture.

Yours very truly,

ECB:LW.

D. W. griffith collection
museum of modern art film library

August 30, 1919.

2 - copies J. K. Burger - New York
4 - " Washington D. C.
4 - " Dallas

Sept. 26, 1919.

4 - copies Boston
3 - " Atlanta
2 - " Detroit
1 - " Denver

Sept. 27, 1919.

7 - copies Chicago

Sept. 29, 1919.

1 - Copy Dallas

October 1, 1919.

6 - copies Philadelphia

3 - " Pittsburgh

October 2, 1919.

5 - copies Canada.

The first ten copies shipped on Aug. 30th, 1919 were originally shipped to the Famous Players Exchanges but we wried them to turn them over to the United Artists Exchanges.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. Oct. 6, 1919.

Mr. Geo. W. Bitzer,
Care- J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Billy:

I find that there is due you on account of your 5% of Mr. Griffith's profits which came to the studio during the month of September the following sums:

"The Great Love",
Total profit $2,712.55,...5% - $135.63

"Romance",
Total profit, $32,065.63..5% -1,603.28

Total profit to you - $1,738.91

If you want me to pay your income tax I will do so and forward the balance to you. Please wire on receipt of this letter what you would like to have me to do.

Very sincerely,

E C Bedwell

ECB/BB

P.S. Just Recd your wire. Will pay tax tomorrow & forward balance to you.

Oct. 6, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Mr. Blake will leave Los Angeles Wednesday this week and will be in New York a week from today.

This afternoon he has been going over the situation at the laboratory with the view of securing necessary data for setting up the film accounts, and in accordance with the way they are handled here. It developes that the laboratory clerk has a great deal to do and a great deal depends upon his being properly familiar with the routine. I find one reason why Stanley asked such a large figure was due to the fact that he was at that momont contemplating committing matrimony. Stanley is a good kid and of course is attached to his boyhood associations and to his young wife. He had heard such tales of the H. C. L. in New York that I suppose he felt justified in asking for the figure that he did. However, I believe he expects to remain with Joe Aller, although not in exactly the same capacity that he is now working.

Stanley suggests that when the New York laboratory is ready to start, if he could be permitted to come to New York in two weeks time he could instruct a laboratory clerk and give him the advantage of the system which you first installed here under Tom Buckingham and which has since been improved until it is now quite a model system. Stanley says, and Mr. Blake also agrees, that the expense of sending him to New York for this purpose would soon be offset by the saving in film that would otherwise be lost in starting in a new clerk on a strange job.

A few weeks ago I sent you a sample of each of the laboratory forms and I am having Stanley make up another set of samples making a notation on each one of approximately how many should be ordered for a three months' supply, on the basis of Mr. Griffith and one company making their negative and

sample print. I do not suppose that the laboratory will be ready to start for a few weeks but please let me know what you think of the idea of sending Stanley on to start the laboratory accounting system. The technical work of course would be taken care of by the technical man but I can readily see the importance of having the clerical work carefully and properly started.

Yours very sincerely,

ECB/BB

Oct. 7, 191 9

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Was pleased to receive from you the two Famous Players checks for $$,754.45 and $3,876.16, being the profits due from the D and C series respectively for the week ending September 6th.

As long as Mr. Griffith is now in the east, would it not be advisable to secure one additional copy of these reports for Mr. Griffith to see or can he use the copy that you have? I am having a weekly tabulation made in a special form which Mr. Griffith approved of, so that I will require the one copy here just the same as I have been receiving in the past. The heavy demands upon Mr. Griffith for funds in connection with the new studio in New York has required more money than he had from the First National and for this reason he has been permitted me to retain his profits out of the Artcraft picture in the studio funds.

For your information, all the money that Mr. Griffith has advanced for the New York studio has been from studio funds and not from Mr. Griffith's personal check account. An audit of our accounts will show exactly how much profit money Mr. Griffith has loaned back to the company on account of this new enterprise in New York City.

Yours very sincerely,

ECB/BB

Oct. 7, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In regard to the remuneration for the services of Mr. S. E. V. Taylor, beg to advise that we have been paying him according to a new arrangement that he has with Mr. Griffith $300.00 per week, chargeable to scenario expense.

Mr. Taylor is fussy about this and declines to have it classified as salary. Miss Wiener has a copy of a contract which she will show you in which you will see that a portion of this is considered as a retainer and the other portion to apply against a certain guaranteed sum which he is to receive each year. The total amount that he is to receive during the year may exceed the amount guaranteed but the way I have just explained is the way we have been handling his case. As mentioned above, Mr. Taylor is quite fussy and does not want to be considered as receiving a salary. He prefers to classify it as a retainer fee and he claims the distinction of being the only scenario writer who does business on the basis of a retainer fee.

Beg to advise that Mr. Taylor received the amount due him on October 4th but we have not paid him what was due on October 11th.

Yours very truly,

ECB/BB

Oct. 7, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I wired you last night and this morning regarding the salaries of the people who have already come to New York and to confirm this I am attaching hereto a schedule of their salaries.

In regard to H. Sutch, he has a contract with Mr. Griffith which expires in about eleven months under which he is to receive a salary of $75.00 per week while in New York and to have supervision over the wardrobe and costuming department. Mr. Sutch's wife, Myrtle Sutch, has also been engaged in the wardrobe department and is quite a useful woman to have around. She understands wig dressing, and in the Dorothy Gish pictures Miss Dorothy has to have a fresh wig every day. The dealers in town who do such work charge 75¢ every time they dress a wig for us and on this account you will readily see that the convenience of having someone on the lot who can dress a wig between scenes, if necessary, soon takes care of the expense. Mrs. Sutch is also handy with the needle and while she is not a dressmaker she can do most any repair job that may occur. However, until the studio is in operation you may not find it necessary to employ her, although I feel quite sure she will more than earn her salary if she is kept on the payroll.

In regard to Clarine Seymour, she is under contract with Mr. Griffith and last week her salary was automatically increased to $150.00.

Mr. M. M. Stearns has been in charge of the scenario department and just before leaving for New York Mr. Griffith increased his salary from $85.00 to $100.00 per week.

Miss Wiener's salary has been $30.00 per week, but owing to the uncertain hours that Mr. Griffith has always observed her time is never her own and I have been paying her overtime in addition to the above salary -- the overtime matter was Mr. Griffith's own suggestion, although I pointed out that I thought she would be better satisfied with a flat salary.

Yours very truly,

ECB/BB

Oct. 7, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In making the final arrangements with Mr. Blake about going east, he was not decided as to whether or not he would care to remain in New York but he said that he I wanted him to he would go on and help get the records started, remaining until perhaps the first of the year. If everything is agreeable, he will send for his family later on, but if not, as soon as he can be spared, after the work is nicely started, he wants the privilege of returning to the coast. I felt that with his knowledge of how we have handled things here, it would be well worth while sending him to New York, even though he returns to the coast after things are started. I accordingly purchased a return trip ticket for him, as there is a saving of about $25.00 over two one-way tickets, but if he decides to remain in the east the ticket can be turned in for cancellation and refund.

Yours very truly,

ECB/BB

Oct. 7, 1919.

Mr. M. M. Stearns,
720 Longacre Bldg.,
New York City.

Dear Mr. Stearns:-

Mr. Oglesby called at the Studio today and spoke to me in regard to the material Mr. Lloyd asked him to compile regarding the trip of gold seekers from Lone Jack, Mo., to the Pacific Coast in 1850, under the direction of Mr. Griffith's father, Col. Jacob Griffith. Mr. Oglesby tells me that he has given Mr. Lloyd a verbal report on the situation as best he could some time ago.

In order to give a complete and accurate account of the trip, it will take probably a week or ten days of his exclusive time in order to visit certain remaining survivors of this expedition and to obtain from them their various statements. Mr. Oglesby feels that, owing to the distance he would have to travel and the time it would require to secure this data, he cannot well undertake it without some remuneration, because he would have to neglect his insurance business, which at present is the means of his livelihood. He would be very glad, however, to secure the data if Mr. Griffith really wants it. After the data has been secured, it would not necessarily be compiled in dramatic form unless so requested. There are advantages to submitting the material in both forms, because the one form of data only will naturally include a great deal of material and possibilities that would be omitted in the dramatic form. On the other hand, the dramatic form might kill the whole thing if the story did not particularly appeal to Mr. Griffith.

Please confer with Mr. Griffith and let me know whether or not he still desires to have Mr. Oglesby compile the history of this expedition, and also whether or not he desires the additional time spent in submitting the material in dramatic, or story, form.

M.M.S. 10/7/19. #2.

As the matter is sufficiently urgent, I suggest that you include your answer on this in a telegram.

Very truly yours,

ECB:AM

Manager.

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT, 6761-6762

Albert L. Grey,
GENERAL MANAGER.

October Seventh
1 9 1 9

Mr. E.C.Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

From the report which Mr. Blake made out I see that you have charged the picture "Outlaws of Angel Camp" D-7 with $34,514.08 representing five weeks studio operating expenses incurred by Mr. Griffith while he was East in connection with "Broken Blossoms".

Inasmuch as the "Broken Blossoms" account is run entirely different than any other picture of Mr. Griffith's before or hereafter, I request that before closing your books that you transfer this balance from D-7 to expense account of "Broken Blossoms". The reason for this is the following:

Under the new arrangements Mr. Griffith not only has to bear the advances which the Famous Players made him, but he must also bear the entire loss of exploiting the picture, which alone amounts to over $105,000.. Besides this he has to pay for other expenses and in addition he has to pay the Famous Players a certain guarantee of profit for their permission to have this picture released by the United Artcraft instead of them. You will, therefore, see that this account has to be handled altogether different, and I will make all the additional entries which "Broken Blossoms" has to bear at this end in the new books, but as the above mentioned loss is rightfully incurred on account of "Broken Blossoms" I wish you would transfer as above requested, because in addition to the various charges to "Broken Blossoms" which have to be made at this end there should also be charged the above mentioned loss. As I cannot very well make this entry here I wish you would make it and I will transfer to my new books here the balance as shown by your ledger after this transfer is made.

The 90 prints for "Broken Blossoms", however, are paid by the Famous Players, and for this reason I wrote you some time ago just how to make the bill out, as this must be for the specific amount

See A.R.V. #633
#235757

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT. 6761-6762

Albert L. Grey,
GENERAL MANAGER.

October Seventh
1 9 1 9

mentioned in my letter. Just as soon as you send me the bill I will collect the money from them and send it to you.

Yours very truly,

JCE:EMD.

Oct. 9, 1919.

Mr. Frank Wortmann,
Care- J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Huck:

I am enclosing herewith bill of lading covering car U. P. 175194, shipped from Los Angeles October 3d, car routed Southern Pacific - Rock Island - New York Central; car loaded with props and household goods.

Also, enclosed please find bill of lading covering car U. P. 175000 loaded with automobiles belonging to Mr. Griffith, Mr. Bitzer and Miss Gish; this car routed Southern Pacific to El Paso - Rock Island to Chicago - New York Central to West Albany - B&A to New York.

You will notice the weight given on this bill of lading, which will enable Mr. Epping to determine just what proportion of the freight should be borne by Mr. Bitzer and by Miss Gish.

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

For use in connection with the Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 19[illegible]

Southern Pacific Company.

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and it is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shippers No._____

Agents No._____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,.

at Los Angeles Cal 3 *191*9

from Los Angeles Cal 3 the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

*The Rate of Freight from*_____

*to*_____ *is in Cents per 100 Lbs.*

IF ___ Times 1st	IF 1st Class	IF 2d Class	IF 3d Class	IF 4th Class	IF 5th Class	IF Class A	IF Class B	IF Class C	IF Class D	IF Class E	If Commodity

(Mail Address—Not for purposes of Delivery.)

Consigned to Rex Ingalls Studio

Destination Hammarneck State of New York County of New York

Route S.P.R.R.-N.Y.C. Car Initial C.P. Car No. 115194

NO. PACKAGES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
1	Car load motion picture [illegible] in stock, panels & [illegible]			
	Rex M Lewis Shipper			

SHIPPERS LOAD AND COUNT

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per_____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$_____

LOS ANGELES RECEIVED OCT 3 1919 SOU. PAC. CO. M. L. RYDER, AGT PER

Rex Ingalls Studio

Shipper.

Per_____

Agent

Per_____

10-18-1,500

For use in connection with the Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SOUTHERN PACIFIC RAILROAD

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and it is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shippers No._____

Agents No._____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

at Los Angeles City Oct. 8th 1919

from D. W. Griffith Studio the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

*The Rate of Freight from*_____

*to*_____ *is in Cents per 100 Lbs.*

IF Times 1st	IF 1st Class	IF 2d Class	IF 3d Class	IF 4th Class	IF 5th Class	IF A Class	IF B Class	IF C Class	IF D Class	IF E Class	IF Commodity

(Mail Address—Not for purposes of Delivery.)

Consigned to D. W. Griffith Studio

Destination, Mamaroneck State of N.Y. County of_____

Route, SP-RR-NYC-BTA Car Initial N.P. Car No. 175000

NO. PACKAGES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
1	Pierce Arrow Lic 35765	4480		
1	extra tire with rack			
1	trunk rack, spare robe (rear light glass broken)			
1	Pierce Arrow Lic # 507280	6070		
1	extra tire with rack, 1 motometer			
1	box 2 lamps, 1 robe, 1 cushion			
	Rear comp locked, 1 towing bracket locked			
1	Cadillac Lic # 348495	4750		
2	extra tires with rack, 2 horns,			
1	auto club emblem			
	Demurrage	225		

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property [redacted]ed hereon.

SHIPPER'S LOAD AND [redacted]

Agent or Cashier.

Per_____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$_____

D. W. Griffith Studio Shipper. _____ Agent.

Per H. L. Wilson Per_____

H. L. RYDER
Los Angeles, Cal.

4500 Sunset Blvd

For use in connection with the Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

SOUTHERN PACIFIC RAILROAD

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and it is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shippers No. _____

Agents No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Origi Bill of Lading,

at Glendale Cal Oct 11 1919

from D.W. Griffith Studios the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof), and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____

to _____ *is in Cents per 100 Lbs.*

IF—Times 1st	IF 1st Class	IF 2d Class	IF 3d Class	IF 4th Class	IF 5th Class	IF Class A	IF Class B	IF Class C	IF Class D	IF Class E	If Commodity

(Mail Address—Not for purpose of Delivery.)

Consigned to D W Griffith Studios

Destination Mamaroneck State of NY County of _____

Route N. Y. & New Rd. - NYC NY & H & H Car Initial CNW Car No. 12601

NO. PACKAGES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
	2 SKH Cans			
	Film			
	Prepaid			

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

D.W. Griffith Studio Shipper. C. L. Shedoke Agent

Per Sid Coster Per _____

The following form of contract for a special baggage car furnished for the transportation of property will be required in all cases, whether or not such car is accompanied by caretakers, and special baggage car will not be furnished unless the contract is executed in connection therewith:

FORM OF CONTRACT

ATCHISON, TOPEKA AND SANTA FE RAILWAY
Coast Lines—Sante Fe, Prescott & Phoenix Lines
Grand Canyon Ry.

Los Angeles Station, Oct 1, 1919

Agreement and Regulations for the Transportation of Property in Special Baggage Cars

Property transported under this contract will be transported in special baggage car or cars, subject to tariff regulations, in accordance with conditions shown herein, with the distinct understanding that this is a special arrangement whereby such property will not be checked or weighed or subject to charges for excess weight or restrictions as to maximum weight or size provided in published tariffs for similar effects when checked and transported in regular baggage car.

If the owner of the property, or his representative, is unwilling to execute the contract, he will be referred to the Freight Department or the Express Company.

Special Baggage Car will not be furnished unless the contract is executed in connection therewith.

CONTRACT

In consideration of the reduced rate at which the property of D. W. Griffith Co. is transported from Los Angeles to New York (date) Oct 1st, 1919, under this contract, it is understood and agreed that neither the A.T.&S.F. Railroad, nor any other carrier over whose line the property is handled, shall be liable for loss, destruction, damage or delay of such property, unless caused by negligence of the carrier, its employees or agent.

It is further agreed that if such property be lost, destroyed or damaged through negligence of the employees of the carrier, the Theatrical Company shall not be entitled to recover more than the value thereof, which in no case shall exceed the following amounts: Horses or Mules, $100.00 each, not more than $200.00 in aggregate; Dogs, $25.00 each, not more than $100.00 in aggregate. Other animals, wild or domestic, $50.00 each, not more than $200.00 in aggregate.

Personal baggage and property of employees: $100.00 each, not more than $2,500.00 in aggregate.

Musical Instruments: $25.00 each, not more than $300.00 in aggregate.

Property belonging to the Company other than specifically designated above, $1,000.00.

Further, if the Theatrical Company, or any member thereof, desires to declare a greater value than shown herein, on the whole or any part of the effects covered by the contract, the shipping agent will collect amount due for such declared extra value at rate for each additional $100.00 or fraction thereof, according to published tariff, and issue proper receipt therefor, after endorsing this contract in proper space.

Extra value declared as follows:

ARTICLE	AMOUNT OF EXTRA VALUE	NUMBER OF EXCESS CHECKS ISSUED
None	None	None
X	X	X

In case of partial loss or damage to said property, the amount to be paid therefor by the carrier shall be a proportionate part of the value thereof, which in no case shall exceed a proportionate part of the value of said property as declared herein: For example, if the partial loss, damage or injury to any one or more of the articles shipped shall amount to one-half or any other fractional part of the value thereof, then the amount to be paid by the carrier shall be one-half or other fractional part of the value thereof, which in no case shall exceed one-half or other fractional part of the value declared herein.

It is agreed that the owner of the property or his representative will load baggage cars at each starting point and will assume responsibility for properly securing all doors and entrance to the car, and for so loading the property as to prevent damage to or loss of same in the ordinary course of transportation.

Further, at destination car will be unloaded by the owner or his representative, with reasonable promptness, and all property taken away from the premises of the railroad immediately thereafter, otherwise it is understood that the railroad will treat such property as unclaimed baggage, subject to storage charges, and animals, at the carrier's will, may be turned over to outside parties for care and protection, charges accruing therefor to become a lien on the animal or animals.

It is further understood that the owner of the property, or his representative, hereby agrees and specifies that the property covered by this contract does not contain or include any explosives or inflammable matter or dangerous articles. This, however, does not apply to moving picture films, hydrogen or oxygen gas cylinders when packed, marked and labeled as prescribed in Interstate Commerce Commission regulations for transportation of these articles by express.

Also, that the owner of the property, or his representatives shall be responsible for any loss or damage, not only of or to his own employees, and property therein, but also for any loss or damage to cars, merchandise, buildings, roadways and property owned by the railroad company or other parties, or for which they may be held responsible, occasioned by the carrying in baggage cars of gasoline or any other inflammable or explosive article or compound of a dangerous or explosive nature in violation of this contract, or occasioned by negligence on the part of the owner of the property, his employees or representatives, or other acts or omissions for which he or they may be held responsible.

It is understood that the Theatrical Company will assign a man to safeguard its effects while in the car, both at terminal point and while in transit, as carriers will not assume the responsibility for safe-guarding contents of the car.

Trains of issuing carriers of this Tariff generally make their schedule time, but are not guaranteed to do so, and it is expressly agreed and understood that the carrier shall not be liable for any loss or damage from failure of trains to make schedule time or connection at junction points.

I am fully aware of the contents of this contract and have been duly authorized by the above named Co. and by the individual members thereof, to accept all the terms and conditions above set forth, and by such authority, and on their behalf, execute this contract.

C. O. McGee
(Agent of the Railroad Company)

D. W. Griffith Studios
Geo. Siegel Mgr
(Owner or Representative of Owner's Property)

To Agents—Agent or representative of Railroad will fill in name of Theatrical Company or owner of property, destination and date in spaces provided, secure signature of owner of property or his representative, and witness such signature on line provided. Only one contract will be necessary when the movement consists of one or more special baggage cars. This contract must be made in duplicate, one copy properly signed and witnessed, to be handed to the owner or representative, and the other copy forwarded to the General Baggage Agent. Ink must be used for signatures and in making out this blank.

The following form of contract for a special baggage car furnished for the transportation of property will be required in all cases, whether or not such car is accompanied by caretakers, and special baggage car will not be furnished unless the contract is executed in connection therewith:

FORM OF CONTRACT

ATCHISON, TOPEKA AND SANTA FE RAILWAY

Coast Lines—Sante Fe, Prescott & Phoenix Lines

Grand Canyon Ry.

Los Angeles Station, 10/7 19 9

Agreement and Regulations for the Transportation of Property in Special Baggage Cars

Property transported under this contract will be transported in special baggage car or cars, subject to tariff regulations, in accordance with conditions shown herein, with the distinct understanding that this is a special arrangement whereby such property will not be checked or weighed or subject to charges for excess weight or restrictions as to maximum weight or size provided in published tariffs for similar effects when checked and transported in regular baggage car.

If the owner of the property, or his representative, is unwilling to execute the contract, he will be referred to the Freight Department or the Express Company.

Special Baggage Car will not be furnished unless the contract is executed in connection therewith.

ATSF BC 1743

CONTRACT

In consideration of the reduced rate at which the property of D.W. Griffith Film Co is transported from Los Angeles to New York (date) 10/7, 19 9, under this contract, it is understood and agreed that neither the ATSF Ry & Nyc Rr Railroad nor any other carrier over whose line the property is handled, shall be liable for loss, destruction, damage or delay of such property, unless caused by negligence of the carrier, its employees or agent.

It is further agreed that if such property be lost, destroyed or damaged through negligence of the employees of the carrier, the Theatrical Company shall not be entitled to recover more than the value thereof, which in no case shall exceed the following amounts: Horses or Mules, $100.00 each, not more than $200.00 in aggregate; Dogs, $25.00 each, not more than $100.00 in aggregate. Other animals, wild or domestic, $50.00 each, not more than $200.00 in aggregate.

Personal baggage and property of employees: $100.00 each, not more than $2,500.00 in aggregate.

Musical Instruments: $25.00 each, not more than $300.00 in aggregate.

Property belonging to the Company other than specifically designated above, $1,000.00.

Further, if the Theatrical Company, or any member thereof, desires to declare a greater value than shown herein, on the whole or any part of the effects covered by the contract, the shipping agent will collect amount due for such declared extra value at rate for each additional $100.00 or fraction thereof, according to published tariff, and issue proper receipt therefor, after endorsing this contract in proper space.

Extra value declared as follows:

ARTICLE	AMOUNT OF EXTRA VALUE	NUMBER OF EXCESS CHECKS ISSUED

In case of partial loss or damage to said property, the amount to be paid therefor by the carrier shall be a proportionate part of the value thereof, which in no case shall exceed a proportionate part of the value of said property as declared herein: For example, if the partial loss, damage or injury to any one or more of the articles shipped shall amount to one-half or any other fractional part of the value thereof, then the amount to be paid by the carrier shall be one-half or other fractional part of the value thereof, which in no case shall exceed one-half or other fractional part of the value declared herein.

It is agreed that the owner of the property or his representative will load baggage cars at each starting point and will assume responsibility for properly securing all doors and entrance to the car, and for so loading the property as to prevent damage to or loss of same in the ordinary course of transportation.

Further, at destination car will be unloaded by the owner or his representative, with reasonable promptness, and all property taken away from the premises of the railroad immediately thereafter, otherwise it is understood that the railroad will treat such property as unclaimed baggage, subject to storage charges, and animals, at the carrier's will, may be turned over to outside parties for care and protection, charges accruing therefor to become a lien on the animal or animals.

It is further understood that the owner of the property, or his representative, hereby agrees and specifies that the property covered by this contract does not contain or include any explosives or inflammable matter or dangerous articles. This, however, does not apply to moving picture films, hydrogen or oxygen gas cylinders when packed, marked and labeled as prescribed in Interstate Commerce Commission regulations for transportation of these articles by express.

Also, that the owner of the property, or his representatives shall be responsible for any loss or damage, not only of or to his own employees, and property therein, but also for any loss or damage to cars, merchandise, buildings, roadways and property owned by the railroad company or other parties, or for which they may be held responsible, occasioned by the carrying in baggage cars of gasoline or any other inflammable or explosive article or compound of a dangerous or explosive nature in violation of this contract, or occasioned by negligence on the part of the owner of the property, his employees or representatives, or other acts or omissions for which he or they may be held responsible.

It is understood that the Theatrical Company will assign a man to safeguard its effects while in the car, both at terminal point and while in transit, as carriers will not assume the responsibility for safe-guarding contents of the car.

Trains of issuing carriers of this Tariff generally make their schedule time, but are not guaranteed to do so, and it is expressly agreed and understood that the carrier shall not be liable for any loss or damage from failure of trains to make schedule time or connection at junction points.

I am fully aware of the contents of this contract and have been duly authorized by the above named and by the individual members thereof, to accept all the terms and conditions above set forth, and by such authority, and on their behalf, execute this contract.

Hugo Mendelsohn
(Agent of the Railroad Company)

D.W. Griffith Studio
per Sidd Foster
(Owner or Representative of Owner's Property)

To Agents—Agent or representative of Railroad will fill in name of Theatrical Company or owner of property, destination and date in spaces provided, secure signature of owner of property or his representative, and witness such signature on line provided. Only one contract will be necessary when the movement consists of one or more special baggage cars. This contract must be made in duplicate, one copy properly signed and witnessed, to be handed to the owner or representative, and the other copy forwarded to the General Baggage Agent. Ink must be used for signatures and in making out this blank.

MEMORANDUM OF WEIGHTS OF BOXES LOADED IN

CAR U.P. #175194

Shipped from Los Angeles - October 3rd, 1919

Miss Gish --- ------	Household	goods	----	2800 lbs.
Harry Fox ----------	"	"	----	300 "
Ira Browne --------	"	"	----	600 "
Jack Lloyd --------	"	"	----	900 "
Jimmie Smith -------	"	"	----	2650 "
Wm. Bitzer ---------	"	"	----	1550 "
PROPS ---------			----	34330 "

MEMORANDUM OF CONTENTS OF BAGGAGE CAR S.F. # 1743

Mr. Griffith's personal effects from Alexandria Hotel

Miss Gish's Household Goods

All baggage - personal trunks etc. not checked on tickets.

(This covers all people who have so far gone to New York)

Two boxes belonging to Jimmie Smith

Camera outfit belonging to Mr. Bitzer

N-1 picture. (This should have been shipped by express to safe time.)

Two Cooper-Hewitt elevator banks, together with quantity of wire etc.

All small props for completion of N-1 picture.

Upholstered seats, dishes, table linen etc. for Mr. Griffith's personal dining room.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

OCT. 9, 1919.

ALL STEAR FEATURE DISTRIBUTORS
808 FLOOD BLDG.
SAN FRANCISCO CALIF.

TO

D. W. GRIFFITH STUDIO DR.

---

1 copy of THE FALL OF BABYLON 6470 ft. @ .08 -- $517.60

Shipped 10-2-1919

As per wire from F. Rubenstein 9-3-19.

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Oct. 9, 1919.

ALL STAR FEATURE DISTRIBUTORS
808 FLOOD BLDG.
SAN FRANCISCO CALIF.

TO

D. W. GRIFFITH STUDIO DR.

---

1 copy of MOTHER AND THE LAW 6902 ft. @ .08 -- $ 552.16

Shipped 10-3-19

As per wire from F. Rubenstein 9-3-19.

Oct. 10, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Referring further to the matter of shipping office stationery, furniture, etc. to New York, beg to advise that we have typewriters as follows, in addition to what has already been shipped: one Underwood, ordinary size; two Noiseless, ordinary size; one Noiseless with wide carriage; one Royal with large type -- this Royal has been used in the title department for making temporary titles and will be forwarded to New York. In regard to the Underwood, I think I had better leave this here because I am not familiar with the handling of the Noiseless machine and I will probably need it myself after the rest of the stenographers are gone. I will also ship the adding machine check-protector etc.

I have purchased a steel filing cabinet as follows: one four-drawer section for filing vouchers; one four-drawer section which has been sub-divided as follows: two drawers for correspondence and the upper two drawers for petty cash vouchers. These two upper drawers, or petty cash drawers have vertical compartments, which makes a very convenient form. The steel cabinet also contains one section with open door for the storing of books. Those cabinets are comparatively light and I will have them shipped along with the rest.

There is also a dictaphone which I will ship, although I have no idea whoever will use it because there is no one here who seems to care much about it, although it is in first-class working order. It is one Mr. Griffith ordered when he went to New York with"Broken Blossoms" last Spring. I have used it a little myself but not a great deal, and in fact, do not care much for it.

Yours very truly,

ECB/BB

Oct. 10, 1919.

Mr. Geo. Home,
Chief of Police,
Los Angeles, Calif.

My dear Mr. Home:

On August 15th, we were approached by Mr. E. M. Smith of the Police and Firemen's Relief Fund, of the Silver Star Lodge #312, K of P., who solicited from us a subscription for the Relief Fund of the Silver Star, our subscription being $50.00. On September 2d we received a bill from the Silver Star for this amount and it was paid by us on September 25th. Apparently the check has not yet been returned from the bank and we are unable to say just how it was endorsed or how it was mailed to you.

Mr. Smith advises now that the check fell into the hands of the wrong branch of the Police Department and that the Silver Star is unable to recover that which was intended for them, so far as our subscription was concerned.

The picture people, as you know, thoroughly appreciate the courtesies extended them by the city departments and so far as possible I believe all the studios endeavor to show their appreciation by reciprocating to them at such times as we are called upon to contribute to the various relief funds. So far as the writer knows, the Police and Firemen's Emergency Relief Association did not make a request upon us for funds, but on the other hand, the Police and Firemen's Relief Fund of the Silver Star Lodge did make a request and it was to their fund that we subscribed the $50.00. If you will be so kind as to turn over our subscription to the proper parties (The Silver Star Lodge,K.P.) we will greatly appreciate it and will be gladly glad to remember any other branch of the Police or Fire Departments whenever they are seeking contributions for similar fund.

Very sincerely yours,

D. W. GRIFFITH STUDIO,

ECB/BB

Manager.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 10, 1919.

Stanley Kershaw,
Studio.

Dear Stanley:

On August 19th we borrowed 2000 feet of perforated positive from Laskys and I do not believe it has ever been returned. At least, they are charging us $54.00 for it. Please see that this film is returned at our earliest convenience.

Yours truly,

E. C. BIDWELL.

ECB/BB

United Artists Corporation
729 Seventh Avenue
New York

BRYANT 1774

October 10, 1919

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf;

Please find enclosed list of contracts and collections secured on BROKEN BLOSSOMS for week ended October 9, 1919.

Yours very truly,

UNITED ARTISTS CORPORATION

K. Hodkinson

BUSINESS MANAGER

H

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Oct. 10, 1919.

Miss I. A. Wiener,
720 Longacre Bldg.,
New York, NY.

Dear Miss Wiener:

I am enclosing herewith copy of Notice of Dividend in the New York Life Insurance Company amounting to $321.00 due October 22d, on Mr. Griffith's policy No. 4855765.

Am also enclosing a statement of the premium due on the same policy and same date amounting to $2,185.20.

I asked Mr. Oglesby what the significance of these two notices were and he stated that if Mr. Griffith signed the receipt the insurance company will return him $321.00 by check. Mr. Griffith himself will have to issue a check for the amount of the premium due. However, as the New York Life offices are in New York City, you might make it a point to call and see for yourself.

Yours very truly,

E C Bidwell

ECB/BB

October 10, 1919.

Mr. Chas. Pike,
c/o U. S. Railroad Administration,
Los Angeles, Calif.

My dear Mr. Pike -

Referring to the matter of the special baggage car which you arranged for our people recently, beg to advise that a special messenger on a motor cycle came down to the car as it was being loaded and requested that a form of contract be entered into. One of our men, Mr. Sid Koster, not knowing that I had executed one previously, executed another contract dated October 7th, covering Baggage Car A. T. 1743, which left on No. 10 - October 8th.

The contract which I executed on October 1st was not used. This is for your information.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

NOTICE OF DIVIDEND FOR 1919

NEW YORK LIFE INSURANCE COMPANY

346 Broadway, New York, N. Y.

Policy Number	Cash Dividend	When Due
4855765	$321.00	Oct. 22

Please date this receipt, sign it and return it to the Company's Cashier from whom it was received.

RECEIPT OF THE CASH DIVIDEND AS ABOVE IS HEREBY ACKNOWLEDGED

Date _____

Please sign here _____ Owner of Policy

4120-A. Aug., 1918

A. D. _____
C. A. D. _____
General _____
Select _____
B. O. _____

THE

NEW YORK LIFE INSURANCE COMPANY

Home Office: 346 and 348 Broadway, New York, N. Y.

Received the Payment (as per Marginal Statement)

DUE OCTOBER 22 1919 ON POLICY No 4855765

STATEMENT

Premium - $ 2185 20
Loan Interest
Note Interest _____
Grace Interest _____

Darwin P. Kingsley
President

Countersigned by H. H. WAHRMUND
By Sculletmore
Cashier LOS ANGELES BRANCH OFFICE

*3472-R. B. May, 1912

Oct. 11, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York.

Dear Mr. Epping:

In regard to your telegram about sending you the contracts of Miss Seymour and Sutch, beg to advise that I have a file of studio contracts which I will forward when we ship the office outfit. There is nothing in these contracts that require attention in the way of salary until the first of the year and is therefore no hurry about sending any of them on to you. If I send them separately they may remain separated and I should think the better way would be to leave them all together.

The only thing concerned is that Sutch is to have charge of the wardrobe and costuming departments at a salary of seventy five dollars per week. Miss Seymour is under contract also; her rate being increased from one hundred per week to one hundred and fifty dollars per week on October 4th. There will be no other salary changes so far as contracts are concerned before the first of the year.

Yours very truly,

ECB:LW

W.A. - Co

October 11th 1919.

Mr. G.B. Clifton, Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Clifton:

Enclosed herewith please find statement for expenses and disbursements in re trip to Los Angeles and return. Will you kindly send me a check for this amount at your earliest convenience, and oblige

Very truly yours,

AHTB/GD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POLICE

GEO. K. HOME
CHIEF

City of Los Angeles, California
Police Department

Oct. 11" 1919.

7

E. C. Bidwell, Manager,
D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

My Dear Mr. Bidwell:

Regarding the $50.00 check made out to the Police & Firemen's Relief Association, will state that this check came in the mail addressed as above and I, presuming of course, that it was meant for the Mutual Benefit Association of the Police & Firemen Relief Association, which is conducted by a number of kind hearted gentlemen, Mr. Max Meyberg, of Max Meyberg Co., Mr. Walton, of the Edison Co., and one or two other gentlemen, I immediately endorsed the check and sent it to them, presuming it was for that fund. I will immediately take the matter up with Mr. Meyberg and see if I cannot get the check returned.

The Silver Star Lodge, Knights of Pythias, is a lodge made up of policemen and firemen. I did not know they were taking up a subscription, nor did I know this check was for them. I think I sent you a letter at the time I received this check. I will try to adjust this matter as sppedily as possible. I rather thought at the time the check came in it was a donation for the use of the patrol wagon or other police paraphenalia which we had loaned your company as is often done.

With kindest personal regards, I am,

Very truly yours,

Geo K Home

GKH-W

Chief of Police.

SOL LESSER
PRES. AND GENL. MGR.

ALL STAR FEATURES DISTRIBUTORS, INC.

NEW YORK CHICAGO CLEVELAND SAN FRANCISCO LOS ANGELES

ADMINISTRATIVE OFFICES:
802-808 FLOOD BUILDING
SAN FRANCISCO, CALIF.

Oct. 11
1919

DISTRIBUTING CONNECTIONS IN ALL PRINCIPAL CITIES THROUGHOUT THE UNITED STATES

Distributors of
D. W. GRIFFITH'S
"Hearts of the World"
Twenty-two States West of the Mississippi

United States Rights
MACK SENNETT'S
GREATEST COMEDY FEATURE
"Yankee Doodle in Berlin"
In Conjunction with
Mack Sennett Bathing Beauties
IN PERSON

CALIFORNIA STATE RIGHTS
RUPERT HUGHES'
"Unpardonable Sin"

MACK SENNETT'S
"Mickey"

GEORGE BEBAN'S
"Hearts of Men"

D. W. GRIFFITH ATTRACTIONS
"Mother and the Law"
"Fall of Babylon"

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Referring to bills herewith enclosed, covering
1- print of Fall of Babylon and
1- print of Mother and the Law,
presume your billing department overlooked Mr. Lesser's agreement with Mr. Griffith, of Oct. 1st, 1918 -- wherein Mr. Griffith agreed to furnish Mr. Lesser with one copy each of the re-edited prints of INTOLERANCE.

If you will recall, - Mr. Lesser returned to Mr. Griffith his prints of INTOLERANCE for this purpose.

The agreement also provides that after Mr. Griffith his concluded his exploitation ~~of INTOLERANCE~~ in the territory south of the Intolerance city of Santa Barbara, that the rights to the film automatically revert to Mr. Lesser.

Kindly let me have your acknowledgment of this communication so that I will know that you have had the above items credited to our account.

Sincerely,
F Rubenstein

FR/HB

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES, CAL.

1919 OCT 13 AM 1 49

A20NY SHEET 2/15

BOOKS STOP CHARGE NEWYORK OFFICE WITH THE TEN THOUSAND DOLLARS WHICH

YOU ARE SENDING REGARDS

EPPING.

69

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. 1919 OCT 13 AM 1 49

Gottschalk says this arrived in NY May 9 1919; must have left LA about 5/4/19

A20NY 85 NL 1/70

SI NEWYORK NY OCT 12

E C BIDWELL

96

CARE GRIFFITHS STUDIO 4500 SUNSET BLVD LOSANGELES CALIF

CHECK FOR TEN THOUSAND DOLLARS FROM FIRST NATIONAL HAS ALREADY BEEN DEPOSITED I HAVE CREDITED ACCOUNTS RECEIVABLE AND THE NEW BOOKS THIS WILL BE SQUARED WHEN WE TRANSFER YOUR UNPAID BALANCE TO MY BOOKS HERE STOP PLEASE CHARGE FAMOUS PLAYERS AND CREDIT ARTCRAFT INVESTMENT D FIVE WITH THE GUARANTEE OF SIXTY ONE THOUSAND FIVE HUNDRED DOLLARS AND WHEN I GET THE CHECK I WILL CREDIT ACCOUNTS RECEIVABLE ON THE NEW/

LARGEST FILM LABORATORIES
IN AMERICA

TELEPHONE
FORT LEE 221

NICHOLAS KESSEL LABORATORIES, Inc.
MOTION PICTURES
MAIN STREET AND LINWOOD AVENUE
FORT LEE, N. J.

Studio

October 13th, 1919.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

I should greatly appreciate an interview with you at your convenience when we may take up the subject regarding which I wrote to you recently.

Thanking you in anticipation of an early reply,

Yours truly,

Nicholas Kessel

NK.

Oct. 14, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

I am enclosing herewith Bill of Sale from Mr. Mc Kelvey to cover the Pierce-Arrow limousine. I will forward the unexpired insurance within a day or two.

Yours very truly,

ECB/BB

Oct. 14, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am enclosing herewith statements showing the weights of household goods belonging to the various employees together with the weights of props, car U. P. #175194, shipped from Los Angeles October 3d.

For your information, I am also enclosing memorandum of contents of baggage car A. T. 1743, shipped from here Santa Fe train #10, leaving Los Angeles on October 8th.

Yours very truly,

PS. I have already given you the weights of the cars of automobiles. ECB.

ECB/BB

Oct. 14, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

On October 3d we shipped from here car U. P. 175194 loaded with props and household goods of some of the employees who had already gone. Some clerk of the Southern Pacific office told us to classify this as "Moving Picture Outfit in Boxes, Barrels and Bundles". We have just learned today that there is no such classification and Mr. Monahan who has been our close friend in the Southern Pacific advises that this car should have been classified as household goods on which there is a rate of $1.90 per Cwt. in carload lots. On account of the incorrect wording on the bill of lading the railroad company in New York may attempt to classify the freight differently and in such a way as to carry a much higher rate.

I am advising you of this in order that you may take it up with the proper people there in New York.

Also, I find that the car should have been routed so as to arrive in Mamaroneck via the New York Central, New Haven & Hartford route.

We are today shipping another car loaded with props, car C&NW #126018, weigh billed from Glendale station, routed Southern Pacific to El Paso, Rock Island to Chicago, New York Central to New York, thence New York, New Haven and Hartford to Mamaroneck.

The railroad people here tell us that freight is moving eastward very rapidly and should go through in about fourteen days.

Yours very truly,

ECB/BB

October 14, 1919.

Miss F. Rubenstein,
Care- All Star Features Distributors, Inc.,
802-8 Flood Building,
San Francisco, Calif.

Dear Miss Rubenstein:

I have your letter of October 11th regarding our invoices of "The fall of Babylon" and "The Mother and The Law". Your statement that Mr. Lesser is to receive one free copy of these prints is news to me, Inasmuch as Mr. Griffith is now in the east, I have been obliged to communicate with him in order to get his version of this understanding. I should think, however, that the re-edited edition of "Intolerance" would be a re-edited print of the original picture and not the two separate pictures. However, undoubtedly Mr. Griffith will give me the correct information and I will be governed accordingly.

Yours very truly,

D. W.GRIFFITH STUDIO,

ECB/BB

Manager.

Oct. 14, 1919.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York, NY.

Dear Mr. Banzhaf:

On October 2d we shipped a copy of "The Fall Of Babylon" valued at $517.60 to Mr. Lesser's office in San Francisco; also, on October 3d we shipped a copy of "The Mother and The Law" valued at $552.16. Through error, our shipping department neglected to ship these C. O. D.

I am now in receipt of a letter from Miss Rubenstein, Mr. Lesser's secretary, in which she returns our invoices. For your information, I am enclosing herewith a copy of her letter in which you will see she makes reference to an agreement between Mr. Lesser and Mr. Griffith in which Mr. Griffith agreed to furnish Mr. Lesser with a copy of the re-edited print of "Intolerance". There is no signed contract on this that I know anything about but my interpretation of a re-edit of "Intolerance" would be the abbreviated copies as they are made and not the individual copies of "The Mother and The Law" and "The Fall of Babylon". Will you please advise me in regard to this and also advise me whether Mr. Lesser is entitled to a free copy of each one of these pictures.

Yours very truly,

ECB/BB

Oct. 14, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am enclosing herewith a statement from the H. W. Kays Company against the Wark Producing Corporation, covering insurance on the negative of "Intolerance", the amount of the bill being $354.03.

Inasmuch as this bill covers the insurance placed last June, I think it should be paid at once. Mr. Banzhaf suggested that we discontinue the policy when we move away and we should then pay the earned premium. This is rather an unbusiness-like way of handling people of this kind and the Kays company will be just as willing to give us a refund check when we cancel the policy as they are to accept a check at this time.

I would suggest, therefore, that you forward a check to cover this amount at your early convenience and when we move away I will take up with Mr. Schallenberger the matter of the refund.

Yours very truly,

ECB/BB

Mr Baughat

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD
Oct. 14, 1919.

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., on the 14th day of October, 1919, at 4:00 o'clock p. m.

Present: Mr. Oscar A. Price.

In the absence of a quorum, the meeting was adjourned until 4:00 o'clock p. m., Oct. 21st.

Secretary.

D. W. GRIFFITH CONNECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

CLASS OF SERVICE DESIRED	
FAST DAY TELEGRAM	
NIGHT TELEGRAM	
NIGHT LETTERGRAM	X

THE SENDER MUST MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY TELEGRAM.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS MESSAGE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

RECEIVER'S NUMBER

CHECK

TIME FILED

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

Los Angeles, Cal., Oct 15, 1919

J H Blake,
720 Longacre Bldg.,
New York, N. Y.

Epping

You recall Broken Blossoms was produced as D-Four and while Griffith was east last May studio incurred approximately thirty four thousand overhead expense which we carried on picture D-seven. Eppings letter October seventh not exactly understood. Esplain to him D-four on our records is production expense while Broken Blossoms is exploitation expense. Although Epping tells us to transfer to Broken Blossoms believe he meant to transfer to D-Four production expenses. Confer with him and advise. Regards.

E. C. Bidwell

Charge to D. W. Griffith Studio
4500 Sunset Blvd

690X
375445
382349

Oct. 15, 1919.

Mr. Geo. W. Bitzer,
Care- J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Billy:

I must apologize for being so slow in forwarding the balance due on your profit check. This transportation manager job of mine keeps me on the hump in addition to attempting to keep the Clifton Company expenses down.

During the month of September Mr. Griffith received profits on his pictures as follows:

"Romance" $32,065.63 - your 5%	$1,603.28	135.63	
"Great Love" 2,712.55 - " "	138.63		
Total " "			$1,738.91

From this.....	1,738.91
I have deducted your income tax of.....	540.00
and check herewith covers balance of	$1,198.91

O/C # 4848

In regard to your income tax, beg to advise that your total tax was given me as $1,066.00 and that on March 19th you made one payment amounting to $270.00. Since then two payments have been due and have not been paid as yet, so far as I could learn. I therefore made these two payments, which leave you square up to the present date. The clerk in the tax collector's office stated that you would receive a final notice and if any assessment or any fines are imposed for delinquency for the two payments mentioned above, they will be assessed against your final payment.

Yours very truly,

ECB/BB

G. W. Bitzer

US Collectors Receipt # 305520
10/15/1919

Total Tax $ 1066.00
Pd. 3/19 270.00
Bal. due. 796.00

October 15, 1919.

Mr. Carl Sternlov,
D. W. Griffith Ranch,
San Fernando, Calif.

Dear Carl:

Apparently Harry Carr has interviewed Mr. Griffith regarding the ranch for I am just in receipt of a telegram from him on various matters in which he says that DW advises "let the pig deal drop".

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 16, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Epping-

Answering your telegram received yesterday in regard to the contracts between Mr. Griffith and his people - as I wrote you a few days ago I have a special file for keeping all these labor contracts together with other contracts in which the studio or Mr. Griffith is one of the parties. It is most too bulky to send thru the mail and at present there is an express embargo on so that we cannot send same by express. As explained in my recent letter, I expect to send all these records when the Clifton Company leave, which will be in a little over two weeks.

However, I have selected such contracts as we have copies of and am forwarding them to you herewith, retaining the original ones for my regular file. These include copies of the contracts with

1. Clarine Seymour
2. Herbert Sutch
3. Richard Barthelmess

As I explained to you in my letter of October 7th regarding Mr. Taylor, Miss Wiener has a copy of the contract - the only contract which Mr. Taylor holds at present. You don't need to be worried about Mr. Taylor asking questions - you will get used to them after a while. He is very loath to show you his copy of the contract preferring, as he will express it, that Mr. Griffith show you his, which of course Mr. Griffith won't bother to do. I was a year trying to find out where Taylor stood and it is only the last two or three months that I actually found out. However, I think it was about two months ago that a new contract was entered into which was in the form of a letter from Mr. Griffith to Mr. Taylor, which Mr. Taylor accepted - thus forming a contract. This correspondence should be in Mr. Griffith's file, which I believe was loaded in the baggage car, unless Miss Wiener took it with her personally.

In regard to the Richard Barthelmess contract, you will notice that on July first 1919 it was the beginning of the second six months of his contract he was to have received three hundred and fifty dollars per week. Two months prior to this we were exerting ourselves to secure subscriptions to the Liberty Loan Drive and Mr. Barthelmess suggested that inasmuch as he had a raise in salary due him which would amount to thirteen hundred dollars for the six months he would be willing to invest this in Victory Bonds and to continue his salary at three hundred dollars per

D. W. GRIFFITH COLLECTION
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week until January 1st. He gave me the necessary authority to purchase the bonds fro him and I have just made the last payment and am writing him today in regard to them. I had to pay $21.38 interest, which I will have to collect from him as this is in addition to the thirteen hundred dollars. Upon receipt of his check for this additional interest I will deliver the Victory Bonds to him which take the place of the increase in salary due him from July 1st 1919 to January 1st 1920.

Yours very truly,

ECB:LW.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

F

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Sixteenth

1 9 1 9

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

Week ending ~~beginning~~ I enclose herewith Famous Players reports the twentieth. I sent you reports from the thirteenth a few days ago and in a hurry attached some sort of a memorandum, and am not sure whether the notation thereon was correct, therefore I want to confirm to you again what I am doing with these checks.

The checks received by me from "Great Love" are credited to accounts receivable Famous Players, and the checks received from the C Series are credited on the books to exploitation C 1-2-3-4. This as I understand from Mr. Blake is what you would do on your books if you had received these checks.

I looked over your trial balance of August thirty-first and find that it does not at all agree with the profit checks which the Famous Players had paid you, nor do I see any report whatever in your trial balance of the profit checks which you received from C. ~~Warner~~. one I took this matter up with Mr. Blake, and he gave me an explanation which I do not understand at all, but suffice to say that he told me that your September trial balance would show a credit from exploitation C1 amounting to the total checks which you have received also the same would apply to C2.

Yours very truly,

D. W. Griffith

m 173 I should like very much to have Mrs Rodriguez here after you
One spare her Best Regards
2 1

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Sixteenth

1 9 1 9

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

Mr. Griffith and Mr. Bitzer handed me your letters to them of October third and sixth respectively, and I note that you have paid the commissions in full on "Battling Jane" to Misses Clifton, Taylor, Gish and Griffith, up to and including the profit check covering payments on Famour Players of August twenty-third.

I also note that you have paid the commission on "Hope Chest" to Misses Clifton, Gish and Griffith, up to profit check covering Famous Players statement of August ~~September~~ twenty-third. I also note that you have paid Mr. Bitzer up to the profit check covering Famous Players statement of August sixteenth. (on Great Love)

Beginning with the reports subsequent to the ones mentioned above I will pay the commissions to the above mentioned parties at this end on the same basis as mentioned in your letters of October third and sixth.

I note that Taylor gets commission on "Battling Jane" where she does not on "Hope Chest". Will you not therefore let me know by return mail just who is entitled to commission on the various pictures, as some evidently

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Sixteenth

1 9 1 9

CEB -2-

get commission on some pictures and do not on others, as for instance in the case of Taylor. Any commissions on "Boots" will not be paid by me until the total receipts equal the total cost of the picture as shown on your trial balance of September thirtieth.

I should like to know as soon as possible whether Taylor gets commission on "Boots" and "Peppy Polly" in case the receipts received from this picture during October cover the cost price and leave a surplus subject to distribution of commission.

You wrote me on October seventh in the second paragraph that Mr. Griffith had allowed you to retain his percentage checks on the C Series. Please write me how you have handled these checks which you retained. I asked Mr. Blake and he did not know. It is important that I have this information as I shall adopt the same proceedure as you have done and therefore must know the exact account to which you applied these checks. Please give me the information in this letter as I am seriously handicapped.

I wired you to send me contracts for all people who are now in New York so that I can answer the many questions which they ask me without having to wire you. This is especially true of Taylor who seems to have a very complicated contract involving weekly advances, percentage on some contracts, no percentage on others, and a variation of percentages on others. At least that is the way it has been explained to me , and I told him that I could not do anything until I had received

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Sixteenth
1919

CEB -3-

your contracts and that as soon as I had received them I would act strictly in conformity with same, and asked him to be indulgent until it arrived, which he promised to be.

Yours very truly,

JCE/HMK

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Seventeenth

1919

10000.00 Dwy Studio NY 1/2 p7 10/18/19
115098.90 AHT Banzhaf loan 1/2 p55 10/18/19
see JE #333

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

Wish to acknowledge receipt of your check for ten thousand dollars. Please note that I have credited this check, as well as the one hundred and fifteen thousand dollars which you have paid to Mr. Banzhaf, and who in turn has paid it over to me for studio purposes, to an account called the Los Angeles Office. In other words I am treating them as a loan from your studio, and against this credit account I will later on apply the debit balance shown on your books for these amounts.

see JE #333
+ Dwy Studio NY 1/2

You wrote me a letter on October seventh and attached a list thereto instructing me whom to pay on the payrolls of the eleventh and eighteenth. You included Mr. Bitzer on the payroll of the eighteenth, but not on the payroll of the eleventh, and as Mr. Bitzer claimed he had not been paid on the eleventh I wired you this day whether you had included him on your payroll, and if so to forward his check to him here.

Yours very truly,

J. C. Griffith

JCE/HMK

Oct.
18th
1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In order that I can clear our records of the $10,000.00 which we now show as an accounts receivable from the First National Exhibitors, will you please wire me on receipt of this letter if it will be satisfactory for me to make an entry as follows:

Debit D. W. G. Studio, NY	$10,000.00	
Credit 1st Natl Exhrs		$10,000.00

If such an entry as this will be satisfactory to you, it will only take us a minute to make it and our books will not show this item when we make our trial balance at the close of October, which will be October 25th.

We will have Price Waterhouse people start to work on or about October 27th and have them bring the records down to date. We will probably make a final closing on or about November 8th.

Yours very truly,

ECB/BB

See J E # 335
also see consent
of J C E on wire 10/28/19.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New Studio

October 31st 1919.

Mr. C. C. Reid,
11 East 42nd Street,
New York City.

Dear Mr. Reid:

I enclose herewith my check for $30.00 in payment of the sum you kindly loaned to me last Sunday while throwing a bluff as chief entertainer. of Mr. Ohmer et al.

I want to again thank you for your assistance "in a great emergency" and I am paying this promptly so that I may be able to call on you in the near future for larger amounts, repayments of which may not be so punctual, if at all.

Sincerely yours,

AHTB/MD
Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

October 21st 1919.

7

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

Enclosed herewith please find lease of the Triangle Film Co. to Mr. Griffith of the factory side at 4500 Sunset Boulevard, running from November 1st to December 31st next duly executed by Mr. Griffith. The only matter which may be confusing therein is in reference to the proportioning of cost for the use of electric current, gas and water rent between the various tenants which may occupy the premises during November and December. I presume, however, that you can readily apportion these charges and if the studio proper should not be rented during your occupancy of the factory I assume there will be no large electric light bills on account of the lack of use of lights therein.

I also understand that Altschuler is to be permitted to remain on the premises during your occupancy and care should be taken in order that no friction arises which may result in causing him to find fault with the wiring system which was installed before Mr. Griffith took over the lease from the Triangle, some of which may be in violation of the Board of Underwriters or the Building Department rules. I understand that you have sold the lights to the Triangle for cash. If not, kindly advise me thereof.

I also beg to acknowledge receipt of bill of sale from McKelbey covering the Pierce Arrow Limousine and I assume the same will be properly shipped by freight.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/GD
Encs.

Big 4

COPY FOR MR. D. W. GRIFFITH

New York, October 21, 1919

Mr. Dennis F. O'Brien,
(On behalf of the United Artists Corpn.)
1482 Broadway, N. Y.

My dear Sir,

Confirming our conversation of this afternoon, I herein re-affirm the proposal discussed, with a view of entering into an arrangement for handling the product of the United Artists outside of North and South America.

The essential points of the proposal are as follows:

1. A term of contract to cover the first three pictures of each of the four stars comprising the United Artists. To market same in the territory outside of North and South America under the trade-name of the United Artists Corporation, with individual responsibility as sole concessionaire or some similar term.

2. I will undertake not to handle any other film product during the term of this contract, and to devote all the efforts of my film organization to this product exclusively.

3. In the matter of personnel to assist me in properly and successfully carrying the enterprise to fruition, and in accordance with our conversation and by previous conversation with Mr. Abrams, I will make arrangements to have Mr. Schulberg visit Europe for as long a period as will be necessary, to work in conjunction with Mr. Wood whom I now have identified with me, and who was responsible for the great success of the renting business of the Gaumont Company - the largest renting business done in Europe. In this manner we will be able to obtain the renting experience of Mr. Wood as applied to European film conditions and at the same time be in a position to combine therewith the renting experience of Mr. Schulberg in America, more particularly in view of his proven ability to work under Mr. Abrams harmoniously and effectively. In connection therewith, I am eager to have the cooperation and advice of your American office and to pattern our European activities entirely upon the lines so successfully conducted in America, by means of daily exchange of cables with your American office and every other method of communication that can be devised, making our European offices to all intents and purposes branch offices of your own organization and subject to your own ideas.

4. The terms as discussed to be a percentage arrangement of 60-40 of the gross -- 60% to the United Artists, with an advance of $125,000 per picture upon the delivery of the negative in New York, and a guarantee of $200,000 within a period of eighteen months, which shall be applied to the 60% as above mentioned These terms to be guaranteed by a deposit of one million dollars, with the right vested in the stars to draw from this amount the difference between the advances and the guarantees when they are due.

5. The territory to embrace theeentire world outside of North and South America.

6. The contract to include the right to rent pictures delivered thereunder for a period of five years.

7. In the event that the contract is not renewed upon its termination, I will agree to turn over the name of the foreign United Artists Corporation to the American company.

In accordance with your request, I am herewith detailing my business addresses and references:

New York address: Greenhill & Cons, 78 Broad Street.
London - 8 Water Lane, Ludgate Hill.
France - 28 Rue Feydeau, Paris.
Oyonnax, France.
Italy - 36 Via Boccaccio, Milan.
Japan - Kobe.

References:
The Celluloid Co., Washington Square, N. Y. C.
(Mr. Lefferts, President)
The Fibreloid Co., Springfield, Mass.
DuPont Company,
Export Corporation, Equitable Bldg., N. Y.
(Mr. Gavan)
National Bank of So. Africa, Ltd., 10 Wall St., N. Y.
Bank of Tai-Wan, Ltd., 165 Broadway, N. Y.
Chase National Bank, N. Y.
Lloyds Bank, Ltd., Main Office, London.
London City & Midland Bank, Broad St., London.
Hong Kong & Shanghai Banking Corpn., London.
Rive & Co., Bankers, Oyonnax, France.
Cox & Co., Ltd., Bankers, Paris, France.
Sumitomo Bank, Ltd., Kobe, Japan.

Respectfully submitted,

(Signed) Morris Greenhill

Mr. Banzhaf

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION HELD Oct. 21, 1919.

A regular meeting of the Board of Directors of United Artists Corporation was held in the office of the President of the corporation, on the 9th floor of 729 Seventh Avenue, inthe city of New York, N. Y., on the 21st day of October, 1919, at 4:00 o'clock p. m.

Present: Messrs. Albert H. T. Banzhaf and Oscar A. Price.

In Attendance: Mr. L. R. Hoover.

In the absence of a quorum, the meeting was adjourned until 4:00 o'clock p. m. Friday, Oct. 24th, on motion duly made and seconded.

Secretary.

J. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 22, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I received your letter of October 16th and will endeavor to reply fully to all your questions.-

Mr. Bitzer has received his 5% commission on all profits due to Mr. Griffith that have been received at the studio. We paid Mr. Bitzer his percentage even though Mr. Griffith allowed his remaining percentage to remain in the studio funds. Mr. Blake understands this thoroughly. Mr. Griffith divides his profits on the Dorothy Gish series as follows:

Dorothy Gish.....10%
S.E.V.Taylor..... 5%
Elmer Clifton..... 3%
D.W.Griffith.....82%.

On all other Dorothy Gish pictures produced thus far the percentages are divided as follows:

Dorothy Gish.....10%
Elmer Clifton.....3%
D.W.Griffith.....87%.

For your information, beg to advise that I have made it a practice thus far of paying these percentages at the end of each month and I have given Mr. Griffith a check for his percentage on all C pictures. No percentages are issued until after the total cost of the picture has been liquidated. For example, a Dorothy Gish picture may cost $35,000.00, whereas we received only $22,500.00 for its production. This leaves cost of production over cash advances amounting to $12,500, as you will see. Mr. Blake can explain to you that as the revenue checks have come to us from the Famous Players I have taken them into our studio records until this excessive cost is liquidated; thereafter the percentages are paid out as above and no profits from these pictures remain now in our records.

On the second page of your letter I note that you state Mr. Griffith has permitted me to retain his profits from the C series. If you will notice my letter more closely you will see that I stated that he had permitted me to retain his profits on the "Artcraft" pictures, and of course by this I meant the D series and not the C series.

Your suggestion that you pay the commissions on all reports subsequent to August 23d is all right except that I should pay them for the weeks ending August 30th and September 6th for the reason that the profit checks were sent here. I have received no other checks from you covering Famous Players reports on the Gish pictures since their report of September 6th.

I have written you two letters in regard to Mr. Taylor and that is as much as I can tell you. I know he is very fussy but this cannot be helped. As I explained in my last letter, his contract is in the nature of a letter from Mr. Griffith to him, which he has accepted, and is in Mr. Griffith's personal correspondence file. As soon as the baggage car arrives in New York Miss Wiener should be able to locate this contract. Mr. Blake can tell you that we did not keep him on our payroll but handled him on a weekly voucher plan. You may see fit to do otherwise, but this is the way we handled him. The only picture that has yielded profits so far, in which he draws a commission, is in "Battling Jane".

Yours very sincerely,

ECB/BB

Oct. 22, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Epping:

I am just in receipt of your letter of October 16th, enclosing Famous Players reports for the week ending September 20th on both the Griffith series and the Gish series.

You state in your letter that you do not see any report in my trial balance of the profit checks which I have received from C-1. The reason there is no figure in the trial balance covering this particular item is because, as I have written you in another letter today, I have made it a practice at the clost of each month to wipe out all profits on the C series in case there have been profits. In this way you will see that the account was closed out each month - consequently there would be no balance to show on the monthly statement. However, Price Waterhouse auditors suggested that instead of debiting and crediting the same account we show two accounts - one including the income only and the other taking care of the percentages paid out which, in the C series, would be the same figure as the income but on the debit side of the ledger with the exception that should the picture cost more than the amount of the Famous Players investment there would necessarily be this difference between the two accounts.

Yours very truly,

ECB:LW.

Oct. 22, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Epping:

This is to acknowledge receipt of your letter of September 17th, in which you in turn acknowledge receipt of our check for ten thousand dollars.

Yours very truly,

ECB:LW.

See JZ #333

don't copy this!

October 22, 1919

Mr. Chas. D. Pike,
c/o Consolidated Ticket Office,
Los Angeles, Cal.

My dear Mr. Pike:-

I'm afraid the old clothes and old shoes will have to be worn a little longer - though luck, I know, but can't be helped. Might be able to dig up a new hat or a good tie - but suits come too high.

Have been with the boss long enough to enjoy his trust in me, and I must live up to his faith. A fellow don't forget the promotion I have had nor the raise in salary, and I must look after him or I may have to look after myself elsewhere.

The two baggage vouchers still repose in my desk - I'm keeping 'em to look at. So come on with the service, but go easy on the clothes.

By the way - Miss Dorothy would like if possible to trade her compartment next Saturday for a drawing room, as far as Chicago - paying the difference of course. Can you do this for the little lady?

Yours very truly,

October 22, 1919

U. S. Railroad Administration,
Consolidated Ticket Office,
Los Angeles, Calif.

Gentlemen:-

Confirming our verbal request to your Mr. Chas. D. Pike, will you please provide the D. W. Griffith Studio with one 2-drawing room 7-compartment pullman car for the accommodation of our people from Los Angeles to Mamaroneck, New York. We wish to leave Los Angeles on Saturday, November 1st via Santa Fe, California Limited.

In addition to the above space, we will require in another car the following:

One drawing room, one compartment, two sections, and four additional lower berths.

Also please spot one 70-foot clear baggage car for loading, at 7:00 a.m. Thursday, October 30th.

Inasmuch as the party expect to go through to Mamaroneck in one party, please arrange if possible to have the special pullman car above mentioned sent through to New York, thus avoiding a change at Chicago.

We would like very much to secure these reservations and the railroad tickets - 32 full fares and 5 half fares. on Saturday, Oct. 25th.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. 9-8 191 9.

Invoice of MOTION PICTURE FILM purchased

by Famous Players Lasky Corp. c/o Price Waterhouse & Co. of Royal Bank Bldg. Toronto, Ont. Canada.

from D. W. Griffith Studio of 4500 Sunset Blvd. Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS	Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
				Amount
	1 Box containing 84 feet of			
	positive motion picture film			
	Corrected titles for the			
	Dorothy Gish production			
	"OUT OF LUCK"			
	Total Footage 84 ft.	.08 per ft.	.08	$6.72
	"GOODS MADE IN U.S.A.			
	TO BE RETURNED."			
	This film was sent by mail			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (a) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 22nd day of October 191 9.

D. W. GRIFFITH STUDIO

(Signature) By E. C. Burdwell

Manager.

(a) Insert the word partner, manager, chief clerk or principal official, giving rank, as the case may be.

Subscribed and Sworn to before me this 22d day of October 1919

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 31, 1921

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Oct. 23, 1919.

Mr. J. C. Epping
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

I wish to correct my letter of October 22nd, in which I gave you the data for dividing Mr. Griffith's profit percentages on the Gish series. The percentages should have been described as follows:

BATTLING JANE

Dorothy Gish 10%
S. E. V. Taylor Jones. 5% + Basto 3%
Elmer Clifton 3%
~~D. W. Griffith ..... 82%~~

On all other Dorothy Gish pictures produced thus far the percentages are divided as follows:

Dorothy Gish 10%
Elmer Clifton 3%
~~D. W. Griffith ..... 87%~~

Yours very truly,

E C Bidwell

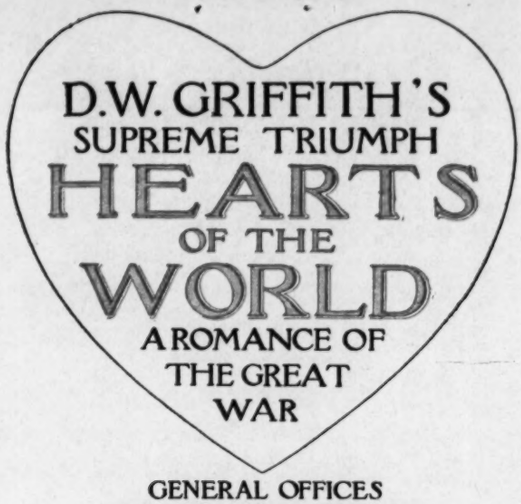
ECB:LW

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Twenty-fourth

1 9 1 9

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

Replying to your favor of the eighteenth regarding the Journal entry to wipe out the Accounts Receivable , First National Exhibitors, from your books, wish to advise that it will be alright to make this entry, and hereby notify you that I have made the following entries on my books here:

Dr. Accounts Receivable, First National Exhibitors
Cr. Los Angeles Studio.

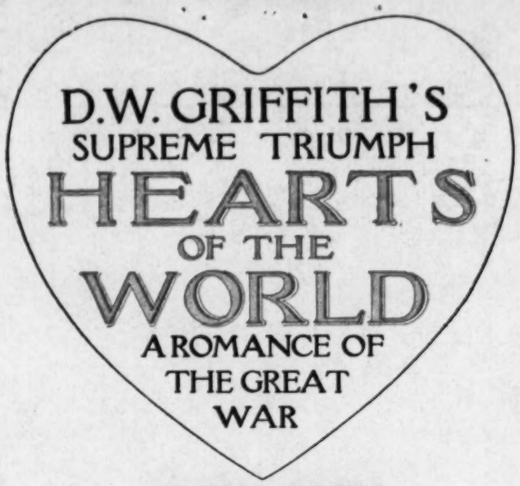
Regarding the audit of the books, of course you can suit your own convenience, but you must remember this, that your books must be carried forward and continued until the factory has ceased operating under Mr. Griffith's interest and management, and I understand that will not be until our laboratory is completed here, which will not be for two or three months at least, as they have only recently revised the plans and enlarged the laboratory considerably, and have not even started on it yet.

If, however, the operation of the factory in Mr. Griffith's interest should continue after the first of the year, you must have Price Waterhouse & Co., render a statement as of December Thirty-first together with an analysis of accounts receivable and any other details which you may have. I will then take the balances as shown on Price Waterhouse statement and transfer them to the new books here and this together with the charges which are made here up to December 31st will constitute

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Twenty-fourth

1 9 1 9

CEB-2-

the entire year's business. If, as above mentioned, the factory operates after December thirty-first, please give Price Waterhouse instructions to make the audit of your books up to December 31st, and send the working papers to their New York office here, who, in turn, will audit that portion of the books which I have here, and they can then transfer the balance as shown on your books at December 31st to my new books.

I am very glad that you notified me of this Journal entry, because otherwise there would have been confusion, as I have made the credit entry for the ten thousand dollars from the First National Exhibitors, in accordance with the records as was shown on your books, but it is much better making the above Journal entry.

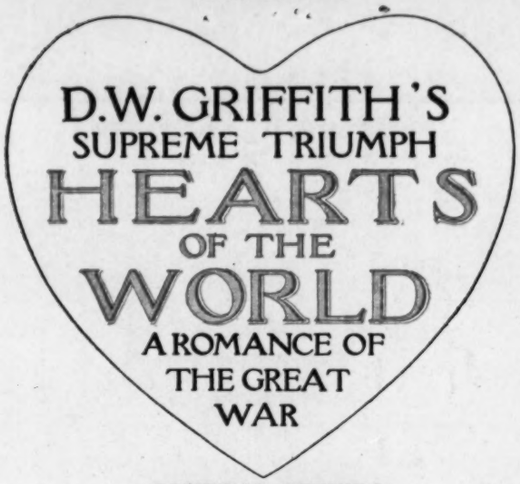
I wrote you recently regarding taking Broken Blossoms out of your books and gave you an entry which you should make. Please make this entry as soon as possible and write me a letter confirming this, so that I will know that the entry on your books corresponds with the entry I have made on Broken Blossoms books.

I presume that things are in a pretty bad muddle at your end, but fear not, there is enough confusion at this end to satisfy the most fastidious, but with patience and energy everything will be overcome, and everything will be nice and smooth soon.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative



GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Twenty-fourth

1 9 1 9

CEB-3-

Mr. Blake has started to work here, and I am very glad that he is here. He is just the kind of man that I can work well with, and I hope that he will stay here. I have paid him sixty dollars instead of fifty as you suggested, and he seems at present quite satisfied, but whether he will later on is another matter. My experience is that some people who have lived in Los Angeles simply cannot bear to live in New York, and he may be one of these. I belong to the class who would not live in Los Angeles at any price.

The studio is nearing completion, and believe me, we have some studio. When you come out I think you will like it very well. As afore mentioned they are going to have quite a big laboratory, and this I intend to run as an entirely separate entity, even to the extent of having their own bank account, in other words, the studio will furnish the laboratory with funds as they need it, and the laboratory will keep all their own books and bill to the studio, and these bills will be credited to the cash advance which the studio has made the laboratory.

Now, this will necessitate a business manager of the laboratory, and if you know somebody out there who knows this work thoroughly I will be glad if you recommend them to me, or if you care to take charge of the laboratory when you come out here I will be glad to give you the job, at any rate please write me regarding this, so I can make my plans a little in advance

By the way, if later when you come out here, and find that your father would care to come too I would be glad to give him a position too. He could work in the same capacity as on the coast, but no doubt you will have to use him on the coast until you are entirely through with the factory,

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

October Twenty-fourth

1 9 1 9

CEB-4-

Please let me have your answers to the various questions mentioned herein at your earliest convenience. With best regards to Mrs. Bidwell and yourself,

Yours very truly,

J. C. Epes

JCE/HMK

The Famous Players were instructed to send all advances beginning with C.10 to this office but all bills for prints ~~are~~ must be paid to you if they misunderstood these instructions please advise me at once and I will have them corrected

In reply address not the signer of this letter, but Bureau of Navigation, Navy Department, Washington, D. C.
Refer to No.
N64H-PRB-10-24

NAVY DEPARTMENT
BUREAU OF NAVIGATION
WASHINGTON, D. C.

24 October 1919.

Sir:-

The Chief of Bureau directs me to acknowledge receipt of your letter of October 17th which was forwarded to the Bureau by the Commandant, Navy Yard, New York, N.Y. In compliance with your request, the following is submitted as a typical casualty telegram:

"Mr Henry Doe
682 Pearl Street
Chicago Illinois

The Bureau regrets to inform you that your son John Doe Seaman USN was lost overboard from the U S S C 25 on October Twenty Third Body not recovered Any further information received you will be advised The Bureau extends its sincere sympathy to you in the loss of your son

Bureau of Navigation"

This message would, of course be received by the next of kin on regular telegraphic blank of whichever Company - Western Union or Postal - happened to handle the message.

It is trusted that this is the information desired.

Respectfully,
P.R.BAKER
Lieutenant Commander,
U.S.Navy.

Geo.A. Beranger,
720 Longacre Bldg.,
New York, N.Y.

Mr Banghof

UNITED ARTISTS CORPORATION LIMITED

Continuation of the meeting held at New York, N. Y., on the 21st d day of October, 1919 of the Directors of the above-named Corporation, adjourned to be held at No. 729 Seventh Avenue, in the City of NewYork, N. Y. this 24th day of October, 1919.

DIRECTORS MEETING

PRESENT:

Mrs. Charlotte Pickford, and Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price, being all of the Directors of the Corporation.

IN ATTENDANCE: Mr. L. R. Hoover.

The minutes of the meeting held Oct. 21st were read, and on motion duly made, seconded and unanimously carried, were approved.

The meeting then adjourned.

PRESIDENT.

SECRETARY.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY
COLLECTION

10/24/19

U a C

STATEMENT BY THE PRESIDENT TO THE BOARD OF DIRECTORS SHOWING OPERATIONS OF THE CORPORATION FROM APRIL FIRST TO SEPTEMBER 27th, WITH RECOMMENDATIONS.

I submit for your consideration, Profit and Loss Statement attached hereto, covering period from April 1st to Sept. 27th, 1919.

You will note that the revenue has exceeded the expenses, with the exception of the General Counsel's fee of $50,000, by $5,410.66, and shows that we have operated on 19.4 percent, exclusive of the General Counsel's fee. This has been done on one picture up to Sept. 4th, and two pictures from that date to the 27th. During the month of September, with two pictures, the ratio of all expenses to gross revenue was 13.6 percent.

All expenses of the organization has been kept to a very low figure by the General Manager. Branch Depots were established August 1st, 1919, and their expenses to Sept. 27th amounted to approximately $2700 more than the expenses of the Home Office from the 1st of April until the latter date.

I also enclose herewith Cash Statement showing <u>cash on hand; cash due Mr. Fairbanks; cash due Mr. Griffith</u> and our <u>cash working capital</u>. Since Sept. 27th, our profits are increasing so that the deficit on subsequent Profit and Loss Statements should continue to show a decrease, as the revenues exceed the operating expenses. For the first two weeks in October, the revenues of the corporation exceeded the total expenses by $1,915.61, the cost of operation being 18.3 percent of the gross revenue.

As the business now shows that it is active, and as questions are constantly coming up for decision, it seems to me that we should adopt modern and usual standards by which to operate. I am submitting herewith, for your consideration, a chart showing the organization and the responsibilities placed on each member thereof - centering final authority in the Board, which is responsible to the Stockholders.

This chart clearly defines the procedure of business and the authority of each official, so that there can be no questions arising hereafter which could create dissension.

I attach hereto a blank form of a statement which I will have the Auditor make up each week, with sufficient copies to furnish the members of the Board and the Stockholders, in order that they may be apprised, currently, of the condition of the business.

I recommend that any expenditures, for any purpose, which are above a stipulated amount, shall receive the authority of the Board before action is taken. I suggest that this be made to cover the following:

Employment of additional officers and employes at salaries in excess of $3,000 per annum.

Increases in salaries of officers or employes who are receiving in excess of $3,000 per annum.

Any item in excess of $100, which is chargeable to investment accounts.

Respectfully submitted.

Alsen A Price

President.

N.Y. 10/24/19.

CONSOLIDATED BALANCE SHEET
At close of business Sept. 27, 1919.

ASSETS

Cash United Artists Corporation	198,472.39	
" " " Illinois	6,029.56	
" " " Limited	23,849.02	228,350.97
Contingent Fund Deposits		17,350.00
Rent and Light Deposits		2,105.00
Artists Contracts		25,000.00
Accounts Receivable		
D. W. Griffith Broken Blossoms bal.	96,154.00	
Douglas Fairbanks Duties	1,250.00	
Salary Advances	360.00	
Hiram Abrams	5,122.11	
18 Distributing Depots	24,418.59	
Sundries	74,31	127,379.01
Bills Receivable		8,390.00
Furniture and Fixtures Investment		8,577.40

LIABILITIES

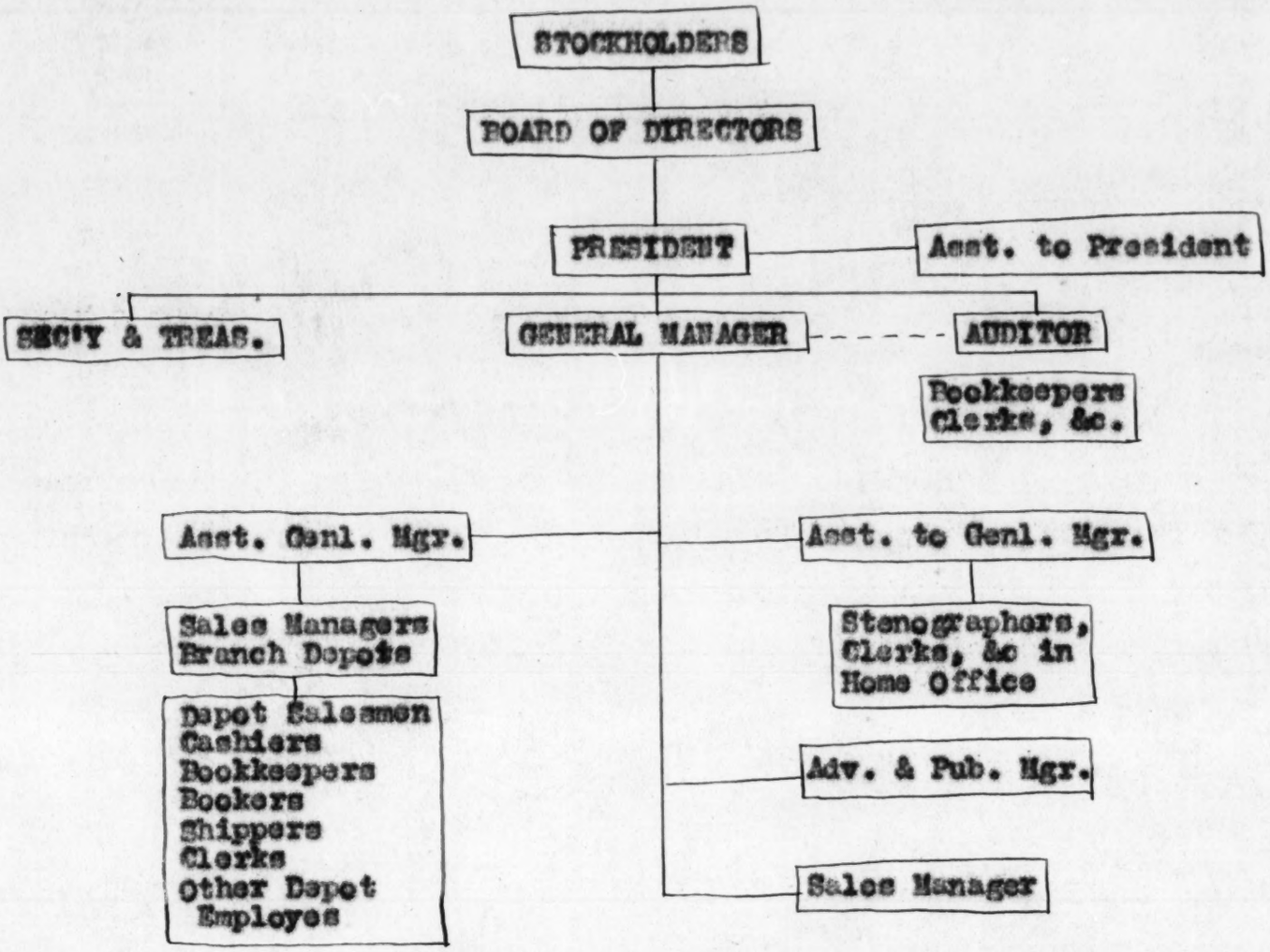
Bills Payable			188,505.00
Douglas Fairbanks U. S.	82,469.44		
" " Canada	13,650.00		96,119.44
D. W. Griffith "			2,800.00
U. S. Government War Tax			27,391.36
Accounts Payable (Sundry)			1,925.92
Capital Stock Preferred	$120,000.00		
" " Common	25,000.00		145,000.00
DEFICIT		44,589.34	
		461,741.72	461,741.72

COMPARATIVE CONSOLIDATED PROFIT AND LOSS STATEMENT

	Apr. 1 to Aug. 30		Apr. 15 to Sept. 27		Aug. 30th to Sept. 27th	
His Majesty, U. S. 20%		57,957.00		71,091.29		13,134.29
" CANADA 30%		3,532.50		5,850.00		2,317.50
Broken Blossoms US 20%				38,474.00		38,474.00
" " CANADA 30%				1,200.00		1,200.00
Interest on daily Bk.Bal.		449.37		449.37		
Home Office Expenses	36,960.60		49,836.11		12,875.51	
18 Depot " "	24,608.96		48,542.80		23,933.84	
Organization "	2,858.35		2,869.45		11.10	
I. R.Stamps (Stk.Certif.)	260.00		310.00		50.00	
President's Salary	7,500.00		9,000.00		1,500.00	
" Percentage	579.57		1,095.64		516.07	
General Counsel's Fees	50,000.00		50,000.00			
PROFIT					16,239.27	
LOSS		60,828.61		44,589.34		
	122,767.48	122,767.48	161,654.00	161,654.00	55,125.79	55,125.79

Note:

Sub Totals	122,767.48	61,938.87	161,654.00	117,064.66
Omitting Gen. Counsel's fee	50,000.00		50,000.00	
	72,767.48		111,654.00	
PROFIT			5,410.66	
LOSS		10,828.61		
Adjusted Totals	72,767.48	72,767.48	117,064.66	117,064.66


STOCKHOLDERS
BOARD OF DIRECTORS
PRESIDENT
Asst. to President
SEC'Y & TREAS.
GENERAL MANAGER
AUDITOR
Bookkeepers
Clerks, &c.
Asst. Genl. Mgr.
Asst. to Genl. Mgr.
Sales Managers
Branch Depots
Stenographers,
Clerks, &c in
Home Office
Depot Salesmen
Cashiers
Bookkeepers
Bookers
Shippers
Clerks
Other Depot
Employes
Adv. & Pub. Mgr.
Sales Manager

STATEMENT OF REVENUES AND EXPENSES

Week ended _____

Total contracts closed "His Majesty, the American" U. S.

" " " " " " " CANADA

" " " "Broken Blossoms" U. S.

" " " " " CANADA

Misc. Revenue

Total Revenue

Home Office Expenses

Total Depot Office Expenses

Other Expenses by Sub-accounts.

Total Expenses

Weekly Ratio of Expenses to Revenue

Cumulative Ratio of Expenses to Revenue

Corporation's Proportion of Revenue "His Majesty, etc." U. S.

" " " " " Canada

" " " "Broken Blossoms" U. S.

" " " " " Canada

Total Home Office Expenses

" Depot " "

Profit or Loss

Total charges to
Furniture & Fixtures a/c
Accessories a/c

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr Banshaf

MINUTES OF REGULAR MEETING OF BOARD
OF DIERECTORS OF UNITED ARTISTS CORPORATION HELD Oct. 24, 1919.

A regular meeting of the Board of Directors of United Artists Corporation held Oct. 14th, 1919, and adjourned because of lack of quorum until Oct. 21st, 1919, and again adjourned because of lack of quorum until Oct. 24th, was held Oct. 24th in the office of the corporation on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:00 o'clock p. m.

Present: Mrs. Charlotte Pickford and Messrs. Albert H. T. Banshaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Hoover called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meetings held Sept. 9th, Oct.14th and Oct. 21st were approved.

Mr. Hoover read a letter dated Oct. 22nd from the Secretary of UnitedArtists Corporation addressed to United Artists Corporation Ltd., authorizing the latter corporation to credit itself with $10,000 infull payment of 100 shares of stock . He also read a letter dated Oct. 22nd from the Secretary of United ArtistsCorporation Ltd., addressed to United Artists Corporation, acknowledging receipt of the previous letter with respect to the payment in full for 100 shares of the capital stock of United Artists Corporation, Ltd., On Motion of Mr. O'Brien, seconded by Mr. Burkan, and unanimously carried, these two letters were approved.

On motion by Mr. Burkan, seconded by Mr. O'Brien, and unanimously carried, it was

RESOLVED, that the members of the Board of Directors of United Artists Corporation and the General Manager be reimbursed for expenses incurred by them on a trip made to Los Angeles in September to meet with the Stockholders.

On motion made by Mr. O'Brien, seconded by Mr. Burkan, the following preamble and resolutions were unanimously carried:

Whereas, the stock holders of this Company have expressed the desire to relieve Mr. Hiram Abrams, General Manager, from liability under his contract with the Corporation, dated May 7, 1919, under the penalty clause whereby he is liable to the Corporation in the event operating expenses exceed 12% of the gross receipts.

RESOLVED, that the officers of this Corporation be and they are hereby authorized to enter into and execute for the Corporation a supplemental agreement with Mr. Hiram Abrams relieving him from all penalties incurred under his contract with the corporation dated May 7, 1919, by reason of any excess in operating expenses above 12% of the gross receipts prior to June 30, 1920, and

RESOLVED, That the General Counsel be requested to prepare the necessary supplementary agreement to so modify said contract.

The President presented a report in respect to the operations of the corporation from April 1st to Sept. 27th, with recommendations. After discussion, it was determined that action on this report and its recommendations should be held in suspense until the next regular meeting of the Board.

The President submitted list of salaries in the Home Office and the Distributing Depots.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr Banzhaf

MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF ILLINOIS
Oct. 24, 1919.

A regular meeting of the Board of Directors of United Artists Corporation of Illinois held Oct. 14th, 1919, and adjourned because of lack of quorum until Oct. 21st, 1919, and again adjourned because of lack of quorum until Oct. 25th, was held Oct. 24th, in the office of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:30 o'clock p. m.

Present: Mrs. Charlotte Pickford and Messrs. Albert H. T. Banzhaf, Nathan Burkan and Dennis F. O'Brien and Oscar A. Price.

In attendance: Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, Secretary of the corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meetings held Sept. 9th, Oct. 14th and Oct. 21st were approved.

The meeting then adjourned.

Secretary.

Mr Banshaf

UNITED ARTISTS CORPORATION LIMITED

Continuation of the meeting held at New York on the 21st day of October, 1919, of the Directors of the Above-named Corporation, adjourned to be held at No. 729 Seventh Ave., in the City of New York, N.Y. this 24th day of Oct. 1919.

DIRECTORS MEETING

PRESENT:

Mrs. Charlotte Pickford, and Messrs. Albert H. T. Banshaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price, being all of the Directors of the Corporation.

IN ATTENDANCE: Mr. L. R. Hoover.

The minutes of the meeting held Oct. 21st were read, and on motion duly made, seconded and unanimously carried, were approved.

The meeting then adjourned.

PRESIDENT

SECRETARY.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct.
25th
1919

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

We notice that your telegraphic transfers of October 23d and 24th totalling $23,527.57 cover our invoice of October 3d for that same amount. Inasmuch as we had this invoice on our books charged to Famous Players-Lasky Corp., we will credit their account with these remittances. We are advising you to this effect so that if you need to make any additional entries on your books you will be enabled to do so.

Yours very sincerely,

ECB/BB

2

Oct. 25, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

Today Dorothy Gish, George Hill and Abe Schultz left for New York. I paid Hill and Miss Gish their salary for this week and you will have to arrange with Schultz as he has not been on our payroll here.-

In routing these people, we sent them over the "20th Century" from Chicago to New York, but the understanding with Schultz and Hill was that we paid the excess fare while they paid the difference between the lower berth and a compartment.

For your information, beg to advise that Miss Dorothy's salary is $750.00 per week while George Hill has been receiving $250.00 for his last picture.

Yours very truly,

ECB/BB

3

October 25th, 1919.

Mr. Sol Lesser,
418 Longacre Building,
New York City.

Dear Mr. Lesser:-

Persuant to our conversation of several weeks ago relative to your handling "The Fall of Babylon" and "The Mother and the Law" in Southern California on a percentage agreement, this is to confirm same.

You are to book, exploit and handle both pictures and are to receive for same 40%, we to receive 60%. Relative to the prints they must be paid for by you and charged in as expense. In other words, no division of profits shall be declared until the prints are paid for, which works itself out on the 60 - 40 basis and I know this is an equitable arrangement.

Please disregard my letter of October 16th.

Very truly yours,

General Manager.

ALG/W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A CRITICISM OF THE INCOME TAX.

BY DAVID WARK GRIFFITH.

THE income tax now in operation in the United States is one of the most unjust systems of taxation known to modern civilization.

In making this statement we are not attempting to place blame on any lawmakers of the past when it was first conceived on a small scale. There is no doubt that it was a plan of much merit but at this time no one ever dreamed that it would be used to raise the enormous amounts made necessary by the war. Of course, while the war was going on, no one had time or thought to bother much how the money was procured so long as enough was raised to secure the great result for which all were working. We believe now that this has been done it is most necessary that this form of taxation be most carefully looked into

It is void of justice. It will establish an autocracy of wealth in the United States such as never has been known in this nation's history. Our soldiers who went abroad and offered their lives for their country have returned to a land where opportunity and freedom have both been largely taken away from them. The income tax in very large measure has absolutely shut the door of opportunity to the creators, the thinkers, the workers—in fact to all Americans excepting the rich whom the income tax does not in many cases touch at all.

Men who have achieved wealth in former years are permitted to keep their wealth. Young men, now ambitious to achieve wealth through their own efforts, find the way blocked. Their earned money is taken away from them in such fearful drains that they have not years enough before them to attain their ambitions in the face of this handicap.

The pernicious income tax is of advantage to the boy who has inherited his fortune from a rich father; but it is a blight upon the life and upon the efforts of the boy who is trying to make a fortune through his own genius and his own self-sacrifice.

A ring of steel has been erected around the wealth and the opportunities of America. We have created an aristocracy of wealth. We have raised a barrier that none may cross. We have shut the gate. The sufferers will be the boys who fought in the trenches for us.

There are millions of dollars of property in the hands of the rich in America, that are not paying a single penny toward the maintenance of the United States government. The income tax does not weigh upon the rich in any way as heavily as upon the workers and the creators.

It leaves the man at the top practically without molestation; it exacts a crippling and prohibitory toll upon the man trying to get to the top.

Of importance to labor leaders and all who desire that the government take over railways and talk of division of profits to the people: the last year of government ownership the railroads lost nearly a billion dollars which had to be paid out of the people's pockets. This may be well enough if the rich are called upon to pay for this extra billion a year, as it goes into the hands of the deserving laboring man, but under the income tax it will only be taking money out of the pockets of fellow laborers —thus robbing Peter to pay Paul, which will not add much joy to the hilarity of our up-to-date democracy

David Wark Griffith.

Everyone Was Willing to Shoulder the Burden When Needed.

TRUE, the income tax was levied at a time when we needed money for the Great Cause; and no one took time or thought to pause and ask how the money was to be procured. Now that the work has been done, we have time enough to look around and see who shall continue to bear the burden of the Great Cause. Nothing needs more careful looking into than the animal that is to carry this big load for many years to come.

We all did our best to win the war; to crush autocracy and militarism. We wanted to give the peoples of the world wherever situated a chance to embrace liberty and democracy. This was not only the dominating factor in the thoughts and activities of our nation but of each individual in the vast number which compose it. To wage such a war meant sacrifice—every individual expected it and gladly gave it. We expected to be not only taxed but heavily taxed. Glad and willing support was given to the government in every measure it proposed for the successful prosecution of the war. He was unpatriotic indeed who opposed this in any way. We had to fight and we sacrificed without question.

The only thing we expected, however, in making our sacrifice was that one class of individuals should not have more to bear than another.

It is proper, therefore, for any citizen to examine new laws that have been made and new laws that are in the making to see if their provisions are just and equitable and if they give him the same chance as his brother, now that the war is over, to continue his business successfully and not find himself dominated by a class who have waxed fat in power and wealth during the war. In plain language it is the duty of every fair-minded citizen to see to it that no law is passed or that no law remains upon the statute book whose effect is to take money from the pocket of the soldier, returning war-worn from the trenches, and leave the bulging coffers of the munition profiteer untouched and unscathed. And this seems to be the error and the sin of the income tax—that is puts the burden of paying for the war upon the back of the returned soldier and the ambitious young business man just starting his commercial life, instead of upon the shoulders of the fat profiteer.

Now the Profits go for Taxation. Not Building Business.

THE inequality and inequity of the income tax can best be realized by the examination of the specific instance. Let us look at the young man who has reached the age, let us say, of 35. He has hit upon a remarkable invention which will revolutionize—let us say—the automobile industry. Before the days of the income tax, he could have begun in a small way, skimping and saving the income from his first products; putting the money that he made back in the business; fattening his capital and increasing his business the next year, and the next —each year putting most of his income back into his business until his capital has developed into a real working machine, capable of producing a fortune from his effort and industry.

That is the way the Schwabs began; that is the way the Rockefellers began; it is thus that the Astors and the Vanderbilts built up their great estates.

There will still be Astors; there will still be Vanderbilts, Schwabs and Rockefellers. But there never can be any new names in the charmed circle. The lists are closed. The gate is shut. The day of opportunity is passed.

This is not to speak of the enormous amount of property held by the rich such as municipal and State bonds which pay no income tax at all and through which a man might own millions and escape any taxation. Nor does it touch upon the very much discussed question of the enormous companies deferring dividends until a more opportune moment, it being stated by responsible people that one firm holds a billion dollars in these deferred dividends. Nor does it speak of the enormous amount of money that is invested in land and real estate which will not be sold or handled until a better time for profit arises and the taxes are lighter. Nor is there any danger of the food profiteers suffering from any rivalry so long as the income tax holds as at present for the simple reason that the heavy tax upon a new firm starting in any line of business would prevent them from becoming rivals even in a small way, of the firms already established.

Under the ban of the pernicious income tax, the young man of 35 who now makes a remarkable invention has a different experience. So cruel a proportion of his income is taken away from him every year that it will be utterly impossible for him ever to build up a great commercial institution by his own efforts. He will inevitably be compelled to turn over his invention for exploitation to men whose wealth has accumulated under more fortunate conditions and in a more fortunate day. From this time forth the young man of industry and genius must work not for his own future but must keep on paying endless tribute to the rich.

In other words, the young inventor will be compelled to bring this precious product of his industry and his brains and lay it humbly at the feet of the young man who has inherited his money from his father. For that is the effect of the income tax. It favors the young man who has been born with a golden spoon in his mouth and acts as a ruthless bar to the young man with his own way to make in the world.

Tax on Income From Brain Capital is Too Much.

FOR another instance, let us cite the case of a man who has written a play. He has been working all his life perhaps upon this intellectual task. Out of this play let us assume he makes the phenomenal income of $200,000 each year. The income tax will probably take more than half of it. In all probability this worker will never write another successful play. The divine inspiration upon which he drew for this one was his all and his capital. Yet Mr. Capitalist would pay on an income of the same amount, derived from $5,000,000 worth of idle unproductive property, less than the income tax paid by this man, because he would not be touched by the excess profits tax at all, and his capital would furthermore remain absolutely unimpaired.

In other words, this man, whose only capital is his brain, for the first time in his life realizes a profit of—say—$200,000 this year. This might occur from his having written a book which would be of great benefit to humanity or from an invention or from a new business that was furnishing a needed article of commerce. His income this year is $200,000; he has no property except his brain and knowledge The income tax on $200,000 income is approximately $101,270.

On the other hand, a young capitalist who has never had to do a day's work in his life has inherited $5,000,000 worth of idle, unproductive property. The government takes exactly the same tax from Mr. Capitalist, five times a millionaire, as it does from the inventor, the poet, the author, the young and progressive American—perhaps a returning soldier—more than one-half of all his property, $101,270, leaving one man less than $100,000 that he has earned by his own labor and the other man $5,100,000 that have not cost him a single effort. In other words, taking away half the capital and all the income of one man and leaving absolutely untouched the other man's property. It doesn't take a Solomon to see the injustice of this.

At least England's example might be followed, making a great difference between the income tax upon capital and estates and that derived from salary and individual effort.

It Steals the Load He Has Carried up the Hill.

IF IT were possible to visualize the conditions that the income tax has brought into America, the picture would be something like this: At the top of a hill sit the very rich and the sons of the very rich, dining upon ambrosia, protected by the thick bulwark of the Federal Income Tax. Halfway up the hill, staggers the young American worker with his burden upon his back, toiling to get to the top with it. But as he struggles the minions of the Income Tax Law keep taking his riches out of the pack upon his back; they puncture it with holes so that the priceless product of his toil dribbles out as he walks. By the time he has made his way to the summit, he is toil-worn and haggard, a worn out, work-weary old man—and the pack on his back is empty.

They who are at the top give airily from their comfortable surplus; he pays with his life's blood; with the blood of his ambitions.

With the crash of nations falling before the menace of Bolshevism around the world we believe it is a very good time to pause and take thought upon this matter. Bolshevism, in the old days, had small chance of gaining foothold in America because the American worker in any line of endeavor knew that the rich of America had begun just as he had. As long as the Rockefellers, Schwabs, Vanderbilts and our rich had themselves begun at the bottom and worked up, our laboring man could say to himself that he also had the same chance but we believe that the income tax makes it impossible to feel the same in this regard and gives a very potent reason for discontent.

Prof. O. M. W. Sprague of Harvard University, a recognized authority, estimates the annual income of the people of the United States at somewhere between $50,000,000,000 and $60,000,000,000. Assuming that this is a net profit of 20 per cent the total annual wealth of this country would thus be $250,000,000,000. By the most conservative estimates the wealth of the country would amount to about $225,000,000,000.

As a rough estimate of the amount needed next year is about five or six billion, a direct tax upon this wealth, could it be levied, would easily yield this needed amount. It would bear very heavily upon the man of enormous resources, but the man worth under $10,000 or $15,000 would be

(CONTINUED ON PAGE FIFTEEN.)

The Income Tax.

[CONTINUED FROM PAGE THREE.]

practically exempt from taxation, as would of course all of the laboring class with a low wage scale.

If some political party is hankering after doing justice to the people and securing the good wishes of the voters, we believe this is a good hint to act upon. The knowledge that some of our fortunes that are running close to a billion were being so heavily taxed as to amount to partial confiscation, I am sure would not cause an ocean of tears from the common people. While this might, at first thought, appear radical, it is less so than many plans of the Bolsheviki and their ilk who at present so vividly menace the world.

A direct tax upon the wealth of the country at 9 per cent. or 10 per cent. would thus yield about the same amount that is sought to be produced by the New Revenue Bill, namely: $24,000,000,000 to $25,000,000,000.

Thus the burden would fall upon those who have wealth as well as upon those who are trying to get it. The weight of the great debt would fall in just proportion upon the great accumulated stores of capital and relieve the unjust toll upon the shoulders of the industrious and ambitious worker trying to make his way.

From those who say that a direct tax on wealth would be confiscation, we would like an explanation of the difference between confiscating a man's life or one-half of a worker's property and a tax that does not in many cases touch the property of the rich at all.

We refuse to believe that it would be very difficult for a government that has undertaken and carried through a project surrounded with so many difficulties as the conducting of the last war has been to very easily and readily find a just form of taxation.

Oct.
27th
1919

Killifer Mfg. Co.,
2209 to 2221 Santa Fe Ave.,
Los Angeles, Calif.

Gentlemen:

Am enclosing herewith my check for $12.00 in payment of your invoice of September 16th covering 1 pair bean blades for the Griffith Ranch.

Kindly receipt bill and sign attached voucher and return both to me for our files, and oblige

Yours very sincerely,

Manager for Mr. Griffith.

ECB/BB

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

October Twenty-seventh

1 9 1 9

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

I have received your letter of the 22nd, wherein you give me the percentages to be paid on the Gish pictures. You give me two different classifications of percentage payments, but you do not specify on which picture the first classification is to be applied, and on which picture the second is to be applied.

At the end of this month please send me check for commission on profits received from the Famous Players covering their statements of August 30th and September 6th, as mentioned in the fifth paragraph of your letter of October 22nd, and I will pay the commission on the profits which I receive here.

Yours very truly,

J. Cyron E

JCE/HMK

Make checks payable to various parties and forward them to me and I will pass them these checks together with the one which I am making out

E

Mr. Epping

D.W.Griffith

October
Twenty-seventh
1919

Mr. C. E. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

I have placed Mr. Epping in charge of everything apertaining to financial and accounting matters in connection with the studios, and any suggestions or recommendations he may make to you in regard to accounting matters have my full sanction.

Yours very truly,

D.W. Griffith

DWG/HMK

Big 4

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAURENCE L. CASSIDY
ARTHUR R. WALSH
WINFIELD BONYNGE

IN-RE

Oct 27, 1919.

Mr. Albert T. Banzhaf,
#2 Rector St.,
New York City.

My dear Mr. Banzhaf:

Following is a copy of telegram received from John Fairbanks today:

"Charlie will not agree to foreign rights proposition."

Consequently I did not call a meeting of Mr. Burkan, Mrs. Pickford, you or myself. I think however that it will be good for us to get together one day this week about these foreign negotiations because I believe we can develop a contract from the present negotiations.

Very truly yours,

Dennis F. O'Brien

DFO'B-B

Cooper Hewitt Electric Company

Eighth & Grand Streets, Hoboken, N. J.

AUDITING DEPARTMENT

Kindly refer to these initials GRB

Telephone, Hoboken 2066.

October 27th, 1919.

D. W.Griffith Studio,
1476 Broadway,
New York City.

Attention: Mr. J.Epping.
Subject: Contract 10-22-19, amount $8291.16.

Dear Sirs:-

Herewith we enclose duplicate original of the above contract, duly approved on behalf of this company by our Mr. W.A.D.Evans, President.

We acknowledge with thanks the receipt of your check for $1500.00 for the first payment,as per such contract.

Very truly yours,

COOPER HEWITT ELECTRIC COMPANY.

PER George A Brewster

EB

BETTER THAN DAYLIGH.

Form 138 A

Form 46 B

Duplicate

COOPER HEWITT ELECTRIC COMPANY

EIGHTH AND GRAND STS., HOBOKEN N. J.

SALES PROPOSAL

The **COOPER HEWITT ELECTRIC COMPANY**, of Hoboken, New Jersey, hereinafter termed the Company, proposes to furnish f. o. b. works, Hoboken, N. J., to David W. Griffith Studio

(address) Orienta Point, Mamoroneck, N.Y. (Office 1476 Broadway, N.Y.C.)

hereinafter termed the Purchaser, Cooper Hewitt Lamps and parts as specified in schedule herein, and in consideration of which the Purchaser agrees to pay the Company at prices as set forth in schedule herein, and the Purchaser further agrees to make such payment [redacted]s from date of shipment. as below.

I.—SCHEDULE.

QUANTITY	TYPE	DESCRIPTION	VOLTAGE	PRICE	
96	P	Cooper Hewitts mounted in 12 skylights (8 lights each)	@ $380. -		$4560.00
34	P.	Cooper Hewitts mounted in 2 elevators (17 lights each)	@ 1061.50-		2123.00
48	P.	Cooper Hewitts mounted in 6 floor stands (8lights each)	@ 511.50-		3069.00
8	P.	Cooper Hewitts mounted in 2 foot lights (4 lights each)	@ 242.00		484.00
					$10236.00
		Less 10 & 10% - net			$ 8291.16

TERMS: $1500. cash on signing this contract, $3000. December 1, 1919. $3000. January 1, 1920, balance $791.16 February 1, 1920. Shipments- 6 Floor stands, 2 foot lights at once; 12 skylights Decemberl,1919- 2 Elevator stands with wings January 15 to 20, 1920- and loan 4 floor stands November 15, 1919, in place of these 2 elevators until shi ped (when the 4 floor stands are to be returned to us)

II.—GUARANTEE. The Company agrees, at its own expense, to correct any defects of labor or material in the Reflector-Holders and Auxiliaries of said Lamps which may develop under normal conditions and proper use, provided the Purchaser gives written notice of such defects within one year after shipment, it being understood, however, that no goods are to be returned to the Company to be repaired at the Company's expense, or to be replaced with other stock, or to be credited to the Purchaser's account, until the Company shall have had an opportunity of inspecting the Lamps and authority for such return is issued by the Company.

III.—TITLE. The property in and title to the apparatus and the right to use the same under the patents of the Manufacturer shall not pass from the Company until all payments hereunder (including deferred payments and payment of notes and renewals thereof, if any) shall have been fully made in cash, and the apparatus herein specified shall remain the personal property of the Company, whatever may be the mode of its attachment to the realty or other property, until fully paid in cash, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to the said apparatus in the Company. The Purchaser hereby expressly agrees that until title to the Cooper Hewitt lamps and parts specified above shall have passed from the Company to the Purchaser as provided for by this contract, such lamps and parts shall remain at the premises of the Purchaser at the place to which said goods shall have been shipped as indicated above, and the Purchaser agrees to use said goods in a proper and careful manner and to keep the same in good order and condition, and not to remove same from said premises without the written consent of the Company, and it is hereby expressly provided that if said lamps or parts are removed or suffered to be removed from said premises by the Purchaser, without the written consent of the Company, the Company shall be entitled to the immediate possession of said goods, and shall be free to enter the premises where said goods may have been taken to, and may remove the same as its own property, and the respective rights and obligations of the parties in case of such removal by the Purchaser shall be the same as in case of a default made in any of the payments provided for hereunder. If default is made in any of the payments in the manner and form at the times herein specified, the Company may retain any and all partial payments which have been made, as liquidated damages and shall be entitled to the immediate possession of said apparatus and shall be free to enter the premises where such apparatus may be located and remove the same as its property, without prejudice to any further damages which the Company may suffer by reason of the Purchaser's refusal or failure to surrender the apparatus when so required. (A re-sale of the apparatus herein specified or any part thereof or installation of the same, by the Purchaser, as agent or contractor for another, shall not alter the effect and intent of the foregoing provisions, it being understood that the Company's rights may be enforced against the Purchaser's vendee or principal the same as they might have been enforced against the Purchaser if such re-sale or installation had not been made.)

IV.—The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by fire, strike, civil or military authority, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control; or in any event, for consequential damages. Receipt of the apparatus by the Purchaser upon its delivery shall constitute a waiver of all claims for loss or damage due to delay.

V.—ACCEPTANCE. This contract annuls any and all agreements, quotations and understandings, both written and verbal, if any, which have heretofore existed between the parties hereto, and shall be binding on the Company only when approved by the President or a Vice-President or Treasurer of the Company, and when accepted by the Purchaser, and so approved shall become a contract covering all agreements and understandings, either verbal or written, existing between the Purchaser and the Company.

This proposal shall be void unless accepted within ---- days ~~from date hereof~~.

COOPER HEWITT ELECTRIC COMPANY,

Dated Oct. 22, 1919. 191 By William S. Rubens

Approved, Hoboken, N. J., Oct 25 1919

COOPER HEWITT ELECTRIC COMPANY,

By William McKenny
~~Vice~~-Pres.

PURCHASER'S ACCEPTANCE.

The undersigned accepts the foregoing proposal and agrees to all the terms and conditions thereof.

D W Griffith Studio

By [illegible] Mgr.
(Title)

Dated Oct 24th 1919

Cooper Hewitt

Contract No.

SALES PROPOSAL

FROM

.....

DISTRICT SALES OFFICE

TO

.....

Presented ..... **by** .....

Contract closed .....

.....

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.....

.....

.....

.....

FOR

COOPER HEWITT LAMPS AND SUPPLIES

FROM

COOPER HEWITT ELECTRIC COMPANY

HOBOKEN, N. J.

To insure the Purchaser against any possible loss or expense by reason of adverse claims under patents based upon the use of any of the Cooper Hewitt Lamps and supplies covered by this agreement and hereinafter referred to as apparatus, the Company guarantees that the Purchaser shall not be disturbed in the use of said apparatus by litigation based on such adverse claims, and to that end the Company will, at its own expense, defend any and all suits or proceedings that may be instituted against the Purchaser for the infringement or alleged infringement of any patent or patents by the use of any of the said apparatus, provided said infringement shall consist of the use of said apparatus or parts thereof by the Purchaser in the regular course of its business, and providing that the Purchaser be not in default in its payments therefor and gives to the Company immediate notice in writing of the institution of the suit or proceedings and permits the Company through its counsel to defend the same, and gives all needed information, assistance and authority to enable the Company so to do, and thereupon in case of an award of damages, will pay said award, and in case of an injunction against the Purchaser, the Company will pay to it any loss or damage to its business caused by such injunction.

In consideration of the foregoing guarantee the Purchaser covenants not to violate nor infringe any of the United States Patents relating to any of the apparatus herein specified, owned or controlled by the Company or under which the Company has a right to manufacture or sell any of said apparatus, and also agrees that it will not use nor permit others to use on its circuits any lamps or parts of lamps covered by the patents of the Company which are not manufactured by the Company.

In case the Purchaser violates any of these provisions, it shall pay the Company, as liquidated damages and not as penalty, a sum equal to all discounts which have been allowed on goods purchased from the Company under this proposal.

D. M. GRANT COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wark II 3

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey, GENERAL MANAGER.

October 27th, 1919.

The undersigned hereby acknowledges receipt of One Thousand dollars ($1000.00) on account of Five Thousand Dollars ($5000.00) agreed to be paid by Charles F. Schwerin pursuant to contract this day entered into by and between said Schwerin and the undersigned. The balance of Four Thousand Dollars ($4000.00) to be paid by said Schwerin together with the notes called for in said contract on or before October 30th 1919 at the office of the undersigned, and upon the failure of said payment said contracts delivered this day by the undersigned to said Schwerin is to be returned by him and he is to receive the sum of Nine Hundred Dollars ($900.00) of the amount so paid One Hundred Dollars ($100.00) being forfeited on account of liquidated damages to the undersigned.

Wark Producing Co
by Albert L Barry
Pres

accepted
C F Schwerin

contract not closed
$100. forfeited
ALB.

October 28, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In accordance with your letter of October 21st, we have made out the journal entry closing out all D4 accounts on our books and we are herewith enclosing copy of same. You will notice that it is somewhat different from your entry, the form of which you gave us in your letter. This change in form is occasioned by the fact that in taking Price-Waterhouse audit as of December 28th 1918 into our books the D4 accounts up to that date were closed out into D. W. Griffith, Capital Account. The first part of the enclosed journal entry takes care of the 1918 business and the second part takes care of the 1919 business.

After all of these entries have been posted on our books it shows a balance due the D. W. Griffith studio on our accounts receivable of $9737.26 from the United Artists Film Corporation.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager

ECB/BB

Oct. 28, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
42d & Broadway,
New York, NY.

Dear Mr. Epping:

As per your suggestion, I am sending you herewith the cash report #102 which which will accompany our report covering studio transactions the week of Oct. 25th.

Yours very sincerely,

ECB/BB

J. Page 1
#7

October Twenty-Eighth
1 9 1 9

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

Mr. Beranger has paid me $800. which he claims to owe you, which you no doubt you have charged to your Accounts Receivable. Please charge the New York office with this $200. and I will charge Accounts Receivable on my books here. Kindly forward me a copy of your journal entry.

Yours very truly,

JCE:EMD.

PRICE, WATERHOUSE & CO. EXAMINED JAN 1920 ACCOUNTANTS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

10/28/19

PROPOSAL

D. W. GRIFFITH STUDIOS,

New York City.

From

TIFFANY-HALL & CO., INC.

ELECTRICAL EQUIPMENT—ENGINEERS

90 WEST ST. NEW YORK

7th & Adams Sts., Hoboken, N.J.

Tiffany Hall & Co
Sashimono Dinnerware
Set

SPECIFICATIONS FOR ELECTRICAL APPARATUS

Date October 28th, 1919.

TIFFANY, HALL & CO., INC., of ~~90 West Street, New York City,~~ Hoboken, N.J., (hereinafter called the *Company*), proposes to furnish to D. W. GRIFFITH STUDIOS, of 720 Longacre Building, New York City, (hereinafter called the *Purchaser*), the following apparatus described in this proposal, and consisting of pages 1 to 2 inclusive.

DESCRIPTION:

One (1) 35 Kw. 125 volt, compound wound, direct current Generator operating at approximately 850 RPM., furnished complete with field regulating rheostat and mounted on sub-base with and coupled to

One (1) 65 HP. four-cylinder Sterling gasoline Engine furnished with electric self-starter, governor and magneto, but without water-cooling system it being intended that the cooling will be piped by the Purchaser.

One (1) Switchboard consisting of a blue Vermont marble panel mounted on an angle iron frame, having mounted upon it the following:

1 - Pilot Light bracket
1 - Voltmeter
1 - Ammeter
1 - Rheostat mounting
1 - Single pole overload circuit breaker
1 - 3 pole generator switch

Panel to be 76" high designed to match up with the two 150 Kw. 125 volt generator panels now being furnished by the Company.

PRICE: FOUR THOUSAND SEVENTY SEVEN DOLLARS.....($4077) f.o.b. cars New York City.

TERMS: $1500 cash on execution of this contract; balance - $2577 - evidenced by a 90 day trade acceptance to be given and dated the day shipment is made.

SPECIFICATIONS FOR ELECTRICAL APPARATUS

SHIPMENT: Approximately three (3) weeks after receipt by the Company of this contract properly executed.

GUARANTY: The *Company* agrees to correct at its own expense any defect in the apparatus developing under normal and proper use within sixty days from the starting thereof, provided the *Purchaser* gives the *Company* immediate written notice of such defect, and provided further that during said period the apparatus shall not be taxed beyond the capacity herein described, shall be regularly cleaned and cared for, and shall be operated normally and properly. Failing to correct this defect the *Company* will accept the return of the defective apparatus involved, allowing credit in the amount of the purchase price.

The *Company's* liability shall be limited as above provided. In no case shall the *Company* be held responsible for labor performed or material furnished by parties other than its duly authorized representatives, nor for delays or damages resulting from the unsuccessful operation of the apparatus herein described, excepting possible damage to the apparatus under the conditions above stated; neither shall the *Company* be held responsible for delays of carriers or other delays unavoidable or beyond its control.

TITLE: The Title to the apparatus herein described will remain in the hands of the *Company* until final payment for same has been made in cash, and the *Purchaser* agrees to perform any necessary act to keep the title in the *Company* until final payment is made.

REMARKS:

This proposal is presented in duplicate. It becomes a contract and is effective only when countersigned by an officer of the *Company,* and until then all material herein described is offered subject to prior sale.

Accepted:

..... TIFFANY, HALL & COMPANY, Inc.

By ..... Submitted By: S. W. Hall

..... Treasurer

Date ..... Date October 28th, 1919.

Countersigned: S. W. Hall Pres. Treas.

Date October 28th, 1919.

SMH-D

Oct. 29, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

This is to acknowledge receipt of your check for $4141.20 in payment of the twelve prints of "The Mother & The Law".

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 30, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In your telegram of October 28th you asked us to transfer balance due on the second guarantee of D4. We think this must have been an error on the part of the Western Union because we have never set up any accounts receivable for the second guarantee of D4 since the second guarantee on that picture is not yet due and according to the new arrangements with the United Artists, the D series contract no longer holds good on this picture.

We presume that you meant the second guarantee on D1 and we proceeded to make the journal entry necessary to transfer the balance due on that picture to your office.

In the above telegram you also asked us to send you a copy of the journal entry in question and we are herewith mailing this to you. Copy of this will also be included with our report #102 when it is assembled. Part of the information contained in this letter is merely confirming telegram of several days ago.

Yours very truly,

D. W. GRIFFITH STUDIO,

A A Beach

AAB/BB

Bookkeeper

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 30, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

The attached letter is in regard to advertising for "Hearts Of The World", "The Fall Of Babylon" and "The Mother and The Law" and naturally is not a studio charge and should be borne by the eastern companies. Undoubtedly The Trade Review will forward the bill to you.

Yours very sincerely,

ECB/BB

In return for a check for the above amount, made payable to the writer, and sent to him at the above address, your Life Membership card will be mailed to you in due course.

Chief John Kenlon of the New York Fire Department is President of the International Association of Fire Engineers.

Yours very truly,

Robert H. Mainger

Honorary Deputy Chief F.D.N.Y.
And Aide to Chief Kenlon.

RHM/MB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

d ax. y. co

FIVE NASSAU STREET
NEW YORK

October 30,1919.

Albert H.T. Banzhaf, Esq.,
2 Rector Street,
New York City

My dear Mr. Banzhaf:

The International Association of Fire Engineers, which numbers amongst its members practically all chiefs of fire departments of cities and towns in the United States and Canada, has started an intensive campaign to reduce the enormous loss of life and property by fire.

In 1918, 7000 people perished by fire and property valued at $300,000,000 was destroyed.

The Organization is handicapped by lack of a permanent Executive Staff. A headquarters, with a permanent secretary must be established in order that efficient and scientific methods may be devised, formulated and distributed to the Membership.

To raise funds sufficient to carry forward this program, an active campaign has been started to secure as many Life Members as possible at $100. The Life Membership card entitles the holder to the courtesies of all Fire Departments throughout the United States and Canada, and in addition is an IRREVOCABLE license admitting the bearer through the fire lines in all cities in the United States and Canada.

C. A. SCHALLENBERGER

J. W. KAYS

J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS
7TH FLOOR HIBERNIAN BUILDING
SPRING STREET AT FOURTH
PICO 326 HOME 60814
LOS ANGELES, CALIFORNIA

Oct. 30th, 1919.

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

RE: Policy #532541 "Yorkshire"

Attention Mr. Bidwell,

Gentlemen:

We take pleasure in handing you herewith the above numbered policy renewing policy #27148 "Northwestern" expiring on Nov. 1st, which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By W. W. Campbell

HOLLYWOOD 2800

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. October 31, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

I am today issuing checks clearing our records of the revenue from C1, C2 and C3, which include everything in our books up to and including Famous Players' report of September 6th. This leaves no profit money in our records for C series There has been some revenue received here on C4 but the cost of the picture has not as yet been covered. There still remains, as per trial balance of October 25th, $13,175.43 to be received by the studio before the cost of the picture is entirely covered.

The status of C4, which is "Peppy Polly" is as follows:

Total cost of production,	$38,142.61	
Plus 1918 item.....	15.00	
Total cost.....		$38,157.61
Cash advanced by FPL.....	22,500.00	
Plus income from exploit'n	2,482.18	
Total credits.....		24,982.18
Still due studio.....		$13,175.43

I am handing you herewith amount due Mr. Griffith on the three pictures mentioned above which you can deliver to him. Miss Dorothy, Mr. Clifton and Mr. Taylor have also had checks issued to them for the amounts due them.

Yours very truly,

E C Bidwell

Received C5 Peppy Polly 22500 —
" Bryfall 1/7/20 8702
31202 —
Cost C5 30789.21
412.79

ECB/BB

Oct. 31, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

The following is a list of people who will be leaving Los Angeles tomorrow and who will be on your payroll hereafter. I have paid them their salaries for this week, but that is the last they will receive from me.-

Elmer Clifton, Director.....$450.00
Leigh R Smith, Asst. Dir..... 105.00
(Mr. Smith's salary to be $125.00 on January 1st per verbal agreement between himself, Mr. Clifton and myself)
Millie Richter, Film cutter..... 55.00
Wells Hastings, Scenarios.....
C. G. Bush, Cashier..... 40.00
Alice Miller, Stenographer (scns) 30.00
Ralph Graves, actor..... 200.00
Chas. Gerard, " 300.00
Mr. H. Sartov, Photographer..... 200.00
(See explanation below)

In addition to the above the following members of the working department are also en route although they will go on Huck's payroll and will probably be paid the regular scale of wages:

A. D. W. Reid, Electrician.....
Sid Koster, Head Property Man
Andrew Winselman, Property Man
F. F. Summers, " "
Mox Skowronski, Head Carpenter
Walter Thoren, Carpenter
Mrs. Eloise Rodriquez, Seamstress, Prop. Dept.
E. T. Mazy, Scenic Artist.

In addition to the above we have had on our payroll here for the past few weeks the following persons who are also among those going east and they may or may not desire to continue their services there, although there is no obligation on our part to do so:

Mrs. Helen G. Stearns, Reader....$30.00
Mrs. C. G. Bush, Clerk..... 20.00
Mrs. May Summers, Janitress..... 20.00

Oct. 31, 1919.

Mr. J. C. Epping,
Sheet No. 2.

All of these people will make good help in your establishment but they are going to New York at their own expense or at the expense of their husbands and there is no agreement that we will give them employment permanently.

Yours very sincerely,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 31, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

My dear Mr. Epping:

Tomorrow morning the last of the Clifton Company start for the east and should arrive in New York via the New York Central on Wednesday, November 5th. I believe the train arrives about the middle of the afternoon, possibly between 3 and 4:00 PM. I have shipped two baggage cars containing all the remaining equipment with the exception of the office records.

In regard to the equipment that we have shipped, it may appear to you that some of it is not worth paying the freight on, especially some of the props, but in this respect I considered the fact that the value of these props could not be classified according to invoice. It required several months time making the selection as well as truck hire for transporting it out to the studio in small loads. As long as we have the props on hand I figured it was better to pay the freight on them and fill up your new property department with what we already have than it would be for you to be obliged to send a property man into New York, which I understand is some thirty miles distant and then to have to transport all this material by trucks or otherwise from New York City up to the studio. Of course, there will have to be new props purchased continually but there won't have to be so many purchased because of the quantity that I have shipped.

Yours very truly,

RCB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 31, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

In accordance with your telegraphic request we are enclosing herewith copy of our trial balance of October 25th 1919.

Yours very sincerely,

ECB/BB

McDonough Manfg. Co.
Eau Claire, Wis.

Kelley-Elec. Machine Co.
Buffalo, N. Y.

Alexander Dodds Co.
Grand Rapids, Mich.

Irvington Mach. Works
Portland, Ore.

Mach. Co. of America
Big Rapids, Mich.

Wilmarth & Mormon Co.
Grand Rapids, Mich.

Newman Mach. Co.
Greensboro, N. C.

Stetson Machine Works
Seattle, Wash.

Oliver Machinery Co.
Grand Rapids, Mich.

Baxter D. Whitney & Son, Inc.
Winchendon, Mass.

Coe Manufacturing Co.
Painesville, Ohio

FRANK E. JONES

SOUTHERN CALIFORNIA REPRESENTATIVE
SPECIAL HIGH-GRADE
WOODWORKING MACHINERY and MACHINE TOOLS
PATTERN SHOP EQUIPMENT
"ORO" METAL
1403-7 SANTA FE AVENUE
BETWEEN 8TH AND 9TH STS.
PHONE BROADWAY 1063

NORTHERN CALIFORNIA
H. H. PLUMMER & CO.
549 MONADNOCK BLDG., SAN FRANCISCO, CAL. 2636 ETNA ST., BERKELEY, CAL.

Wysong & Miles Co.
Greensboro, N. C.

Mattison Mach. Works
Rockford, Ill.

M. L. Andrew & Co.
Cincinnati, Ohio

Wilkin-Challoner Co.
Oshkosh, Wis.

Valley City Mach. Works
Grand Rapids, Mich.

L. G. McKnight & Son Co.
Gardner, Mass.

Chas. E. Francis Co.
Rushville, Ind.

LOS ANGELES, CAL., October 31st, 1919.

D. W. Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

Attention Mr. E. C. Bidwell.

We are enclosing herewith our invoice covering six oil starters shipped to New Rochelle, New York. The price of these oil starters are $25.50 F.O.B. factory, and the freight will be paid by your company. These articles were not included in the list which has already been paid for, and on which we have been shipping.

When all the articles are received at New Rochelle, will you kindly send us the freight bills, so that we can make settlement for same. Trusting you will have this matter attended to, we are

Very truly yours,

FRANK E. JONES,
By A. Anderson

A

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALL QUOTATIONS ARE MADE FOR PROMPT ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE.
STATEMENTS OF DELIVERY SUBJECT TO PRIOR SALE AND DELAYS OCCASIONED BY STRIKES, FIRES OR OTHER CAUSES BEYOND OUR CONTROL.

D.W. Griffith Service *offers*

The Fall of Babylon — *A Super-Spectacle*

The Mother and The Law — *A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT. 6761-6762

Albert L. Grey,
GENERAL MANAGER.

October 31, 1919

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Mr Bidwell:— For some reason you are holding is still with holding payment on the 119 59 item see AR VH 520

Dear Sir:

I received letter from Mr. Beach regarding the items $119.59 of September 13th, $1648.32 and $264., both of Oct. 4th. I paid the last two mentioned bills, but am holding the first bill for a reason. These bills are for account of "Hearts".

He also has not paid the bill for the 119.59 for disc on note.

I also received duplicate bill for 20 prints of "Hearts" attached to your letter.

Note that you have received the full amount of "Broken Blossoms" prints, and will apply this against your books, - but as I wrote you a few days ago this must not be credited to the C-4 revenue account. The cost of these films ~~will~~ since be charged to Film Laboratory Expense, and the receipts to Film Laboratory Revenue for the reason, as I mentioned in my former letter, that you are to close this account and transfer same to our books, and we in turn will charge the United Artists. I have taken into consideration the amount of $23,000. "Broken Blossoms" account.

Yours very truly,

JCB-B

If you did not get the "Hearts" check of 1648.32, please write and I will put a stop on it and issue a new one 5 of our checks failed to arrive at destination during the past month

Bekylon + M & L
Foreign

A G R E E M E N T

BETWEEN

WARK PRODUCING CORPORATION

&

GUY CROSWELL SMITH LTD.

#76

MEMORANDUM OF AGREEMENT entered into this 31st Day of October 1919 by and between the WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York hereinafter described as party of the first part and GUY CROSWELL SMITH LTD [illegible] corporation organized under the laws of the State of New York, hereinafter described as party of the second part.

W I T N E S S E T H:

WHEREAS, the party of the first part is the owner of a Motion Picture Production known as D.W. GRIFFITH'S "INTOLERANCE".

WHEREAS, the party of the second part are engaged in the distribution of motion picture productions in all foreign territory, and

WHEREAS, it is the desire of the party of the first part to lease the said Motion Picture Production in such foreign territory as it has not yet been leased,

NOW THEREFORE, in the consideration of the premises and the sum of One ($1.) dollar, lawful money of the United States, each to the other paid, the receipt whereof is hereby acknowledged, and of the mutual covenants hereinafter contained the parties do agree as follows:

The party of the first part agrees to give to the party of the second part the exclusive right, privilege and franchise to make contracts for the lease and exhibition of the Motion Picture Production known as D.W. GRIFFITH'S "INTOLERANCE" throughout all foreign

territory except in such territory as the said production has already been placed.

The party of the first part further agrees to pay the party of the second part, Twenty (20%) percent on all new contracts and leases for the said Picture Production in said foreign territory and for the collection of any and all monies now due party of the first part under existing contracts.

The party of the second part undertakes to use its best efforts to dispose of all unsold foreign territory for the said Picture Production and to further fulfill the rights granted under this contract without any expense to the party of the first part.

The party of the second part undertakes to use its best efforts to dispose of the Motion Picture Productions known as "THE FALL OF BABYLON" and "MOTHER AND THE LAW", either by arrangement with such parties in the various territories as now hold the rights for "INTOLERANCE" or otherwise. In such transactions the party of the second part will also be entitled to Twenty (20%) percent of any sums realized for this additional revenue above the original sale of "INTOLERANCE".

This agreement shall be operative for two and a half (2-1/2) years from the date hereof unless further extended by mutual agreement in writing.

IN WITNESS WHEREOF the parties hereto have set their hands and seal the day and year first above written.

WARK PRODUCING CORPORATION

Albert Banghof
President

GUY CROSWELL SMITH LTD.

Guy Croswell Smith
President

file 10/ /19 (n.d., only approx.)

Mr. T. L. Tally,
Vice President, First National Exhibitors,
Los Angeles, Calif.

My dear Mr. Tally:

Many manifestations of great public interest in Bobby Harron have convinced me that he is now ready for starring.

I therefore propose that the First National Exhibitors give immediate consideration to the purchase of the negatives of three Harron pictures at $125,000.00 each for the first two and $150,000.00 for the third.

I would put Mr. Harron in rural-boy character roles and other parts for which he has shown great fitness in my own pictures. Of course, you understand that these pictures are to be put out as the Dorothy Gish pictures are now put out. You may realize what a nice proposition she would have been if signed when she first began and I am quite sure Mr. Harron is going to be one of the greatest stars in the business.

I am going to take great interest in his pictures, of course. However, as you well understand, I could not use my name in connection with Harron any more than I do with Miss Dorothy but intend that his pictures shall be full of action, comedy and pep.

Sincerely and with regards.

DWG-W

TELEPHONE 929 CHELSEA

Intended for D. W. Griffith

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106-110 Seventh Ave., N. Y. City

CABLE ADDRESS: "ROMEIKE" NEW YORK

NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From AMERICAN

Address: Boston, Mass.

Date NOV 1 - 1919

ork, 1884

MODERN AND BEACON

The bill at the Modern anl Beacon for next week includes "Scarlet Days," the latest D. W. Griffith picture, and Marguerite Clark in "Luck in Pawn." Town Topics will complete the bill.

"Scarlet Days" is D. W. Griffith's latest production and is a tale of the golden West in the days of '49. It is an engrossing story of mother love and the romance of a Mexican bandit. It is a melodrama of the most stirring type, presented as only Mr. Griffith can put on such a film.

In her latest release, "Luck in Pawn," Marguerite Clark is again furnished with a vehicle which displays her talents as a commedienne to the best advantage. "Luck in Pawn" is a comedy with a new idea and is filled with mirthful situations.

INCORPORATED UNDER THE LAWS OF
NEW YORK

Number 54

105 Shares

F-4 Corporation

The Corporation is Authorized to Issue 375 Shares of Stock without any Nominal or Par Value

Full Paid and Non-Assessable

This is to Certify that D. W. & J. Corporation is the owner of One Hundred Five Shares of the Capital Stock of

F-4 Corporation

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the seal of the Company and the signatures of its duly authorized officers affixed this Twelfth day of November 1929

TREASURER SECRETARY

PRESIDENT VICE-PRESIDENT

The Brown-Green Co. 40 John St. N.Y.

For value Received We hereby sell, assign and transfer unto

DAVID W. GRIFFITH

_____

_____

the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the Books of the within named Company, with full power of substitution in the premises.

Dated _____ 19 ___

D. W. G. CORPORATION

By Albert S. Banzhaf Pres.

In Presence of

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Number 53

INCORPORATED UNDER THE LAWS OF NEW YORK

200 Shares

F-4 Corporation

The Corporation is Authorized to Issue 375 Shares of Stock without any Nominal or Par Value

Full Paid and Non-Assessable

This is to Certify that F-4 Corporation is the owner of Two Hundred Shares of the Capital Stock of

F-4 Corporation

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the seal of the Company and the signatures of its duly authorized officers affixed this First day of November 1919

TREASURER SECRETARY

PRESIDENT

Dan Brown Greene Co. 82 John St. N.Y.

For value Received ___ hereby sell, assign, and transfer unto

_____

_____

the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the Books of the within named Company, with full power of substitution in the premises.

Dated _____ 19 ___

_____

In Presence of

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Nov 1 1919

M D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

Plumber

1654 N. Vermont Avenue
Corner Prospect

As per attached Bills	100
" " " "	250
" " " "	545
" " " "	375
	$ 12.70

Statement

Paid on 5024 NOV 8 1919

BOUGHT OF

McCOMAS DRY GOODS COMPANY

WHOLESALE

740-742 SOUTH LOS ANGELES ST.

PHONES:
MAIN 1456
HOME 60335

LOS ANGELES, CAL. Nov. 1, 1919

D. W. Griffith Studio,
4500 Sunset Blvd.
City.

FOLIO

OUR BOOKS CLOSE ON THE 28TH INST.

		.00 *
OCT 10		89.00

Paid Ck 5025 NOV 8 1919

This is for comparison only and is not a dun for bills not due.

8% interest will be charged on all past due accounts.

ALBERT H.T. BANZHAF
JOHN G. PEMBLETON

BANZHAF & PEMBLETON
COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE
RECTOR 5820
CABLE ADDRESS
"PEMBAN"

November 1st 1919.

D.W.G. CORPORATION

to

ALBERT H.T. BANZHAF, Dr.

- -

To professional Services for month of

October 1919. - - - - - - - - - - - - $ 150.

Received Payment,
OCT 29 1919
Albert H T Banzhaf

Ac Rec Voucher 772

HOLLYWOOD 2800

[redacted]

D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. Nov. 1, 1919.

D. W. Griffith Studio,
720 Longacre Bldg.,
New York, N. Y.

to

D. W. GRIFFITH STUDIO, Los Angeles, Dr.

For personal purchases for Mrs. Mae Gish as follows:

Palace Market, Meat & Provision Co.
Invoice of 10/30/19, our APV #2528:

1 sack granulated sugar	15.00	
1 " powdered "	16.50	
50# cube "	7.50	$39.00

WATERHOUSE EXAMINED JAN 1920

#12

NY: Collect from
Mrs. Mae Gish.

Nov. 2, 1919.

Mr. Frank E. Jones,
1403 Santa Fe Ave.,
Los Angeles, Calif.

Dear Mr. Jones:

I have your letter of October 31st enclosing the invoice for the six circuit breakers which you shipped to New Rochelle, New York. Inasmuch as practically the entire studio has moved to New York, I am forwarding your bill to them, in accordance with the attached letter. You will receive remuneration direct from our eastern office.

Yours very truly,

D. W. GRIFFITH STUDIO,

Manager

ECB/BB

c/o to Epping

Nov. 2, 1919.

Mr. J. C. Epping,
Auditor, D. W. Griffith Studio,
Orienta Point, Mamaroneck, NY.

Dear Mr. Epping:

I am enclosing herewith bill of Frank E. Jones for six oil circuit breakers which he has shipped to New Rochelle and which I suppose are to be used in connection with the carpenter shop machinery. Mr. Wortman can tell you about them. You will kindly pay Mr. Jones direct from your office as I am now closing out all accounts here.

Yours very sincerely,

D. W. GRIFFITH STUDIO,

Manager

Copy to Jones

ECB/BB

D.W. GRIFFITH COLLECTION
SOUTHERN METHODIST UNIV. LIBRARY

Nov. 2, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

If you have not already done so, would it not be a good idea for me to have a supply of laboratory forms printed here in Los Angeles sufficient to last say - three or four months as the laboratory has only been started and this will enable me to purchase a sufficient stock of forms from our regular printer here to get started and you can forget about it. Later on, when the factory is completed, and when we send Stanley to New York to start the clerical work in the laboratory, the printed forms can be forwarded by express, which will not be much of an item. There may be a few forms that may be printed and shipped on immediately to take care of developing the negative and printing sample prints in case you are fixed for this work sooner than the factory is completed. If such is the case let me know and I will select such forms as are required for this particular purpose and have a supply printed immediately. If this is satisfactory to you, wire me and I will be governed accordingly.

Yours very truly,

ECB/BB

Nov. 2, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, NY.

Dear Mr. Epping:

This is Sunday morning and I came into the office to do a little work undisturbed and I find your special delivery letter of October 27th containing information and data necessary for removing C4 records from our books and I will be governed accordingly.

Within a day or two I will forward to you our journal entry covering.

I am going to have Price-Waterhouse make a final audit of the Los Angeles records as per November 15th and I intend to close our all picture records out of my books leaving only laboratory records here. I may find when I get down to it that it will be better to even close out the present laboratory books into another set which will be small and inexpensive. You will appreciate that by doing this it will give you all the records which I now have and eliminate this continual journal entry business transferring accounts to your office.

In order to close our records, I must liquidate all accounts payable and in order to do this it will require some $5000.00 or $6000.00 cash, which I expect to check out within the next couple of weeks. I will have plenty to do disposing of the material on the big lot to the best advantage without having to devote so much time to sending telegrams and making journal entries.

Yours very truly,

ECB/BB

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MACK SENNETT'S BATHING BEAUTIES
IN PERSON
Appearing in Conjunction with
"YANKEE DOODLE IN BERLIN"
TOUR UNDER DIRECTION OF SOL L. LESSER

TEL. BRYANT {9846 9847}
418 LONGACRE BLD'G.

~~NEW YORK~~

ck Dup
11-17-19
EcB

San Francisco, Nov. 3
1919

Mr. E.C.Bidwell
4500 Sunset Blvd.
Los Angeles, Cal.

My dear Mr. Bidwell:

Enclosing you herewith, check in the amount of $495.30 --- covering your share of a $7,937.69 disbursement, on YANKEE DOODLE IN BERLIN, declared as of this date.

This check also includes interest in the amount of $ 98.42 -- as per attached statement.

Kindly acknowledge receipt of the above to the undersigned.

Sincerely,

YANKEE DOODLE FILM CO.

HB
Encls.

per E. H. Messer

YANKEE DOODLE FILM CO.

INTEREST STATEMENT.

E. C. BIDWELL. OCT. 29, 1919.

1919								
March	15	Principal	$2500.00	Interest	6%	23	Days	9.58
April	7		2500.00					
		Principal	5000.00	"	"	35	"	29.16
May	12	Payment	500.00					
		Principal	4500.00	"	"	29	"	21.75
June	10	Payment	500.00					
		Principal	4000.00	"	"	11	"	7.33
	21	Payment	250.00					
		Principal	3750.00	"	"	6	"	3.75
	27	Payment	250.00					
		Principal	3500.00	"	"	15	"	8.75
July	12	Payment	250.00					
		Principal	3250.00	"	"	4	"	2.16
	16	Payment	250.00					
		Principal	3000.00	"	"	5	"	2.50
	21	Payment	250.00					
		Principal	2750.00	"	"	3	"	1.38
	24	Payment	250.00					
		Principal	2500.00	"	"	6	"	2.50
	30	Payment	250.00					
		Principal	2250.00	"	"	12	"	4.50
Aug.	11	Payment	500.00					
		Principal	1750.00	"	"	9	"	2.62
	20	Payment	500.00					
		Principal	1250.00	"	"	7	"	1.45
	27	Payment	250.00					
		Principal	1000.00	"	"	5	"	.83
Sept.	1	Payment	500.00					
		Principal	500.00	"	"	2	"	.16
	3	Payment	500.00					
								98.42

50%

3 96 83

X 9530

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT. 6761 - 6762.

Albert L. Grey,
GENERAL MANAGER.

November 4, 1919.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:

Upon receipt of this please advise me for whom you have paid transportation with the Clifton bunch. It seems to me that there are several in that lot for whom the Studio should not pay transportation, and I will endeavor to get this money back. I understand that you paid transportation for Miss Gish's chauffeur, and perhaps there are others you have also paid for. So if you will give me full details I will know who is entitled to this, and who should return transportation money.

Mr. Griffith informed me today that he wired you not to buy any stock whatsoever, except for the Gish picture. The First National are to furnish their own stock, but if you have already purchased stock for this picture, wire me immediately the number of feet and the amount which you have paid for same so I will get refund.

With the enormous building construction going on here funds are extremely scarce and we need every dollar we can get. Therefore, Mr. Griffith does not want to invest in any positive stock except for his own pictures.

Any cash you can spare, send it here as soon as possible - of course you must provide for yourself first - but whatever you do not need we can use here most urgently.

Your troubles are over, but believe me, mine have certainly begun you can bet your automobile on that.

Best regards.

Yours very truly,

J. Wyne Ft

JCE-B

Nov. 5, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York, N. Y.

Of course, I understand that now all our picture activities on the Pacific Coast are done away with and the laboratory being our only active portion of the studio it would scarcely be fair that the entire expense be borne by the laboratory, and after talking the matter over with Joe Aller have decided approximately as follows-

Our main payroll will be carried on an account - D. W. Griffith Studio, New York. In this payroll will be included my own salary and most of the office force until the audit is finally taken care of. You can prorate this in your general overhead as you see fit. I am however, charging the salary of our stenographer to the laboratory, as she does a great deal of the clerical work for the laboratory.

In addition to this there will also be an account covering the wrecking and clearing of the 'big lot' - which, some weeks, may have quite a payroll - possibly as high as five hundred dollars. However, judging from the inquiries I am daily flooded with regarding the sale of lumber and fire-wood, I believe the revenue from the sale of this material will more than cover the payroll and I will furnish you with a supplemental sheet each week showing the amount of sales as against the payroll. This week the payroll is largely on account of cleaning up the Triangle Studio after vacating it last week. However, there have been only four men engaged in this work. I have had to make some minor repairs in the floors and I had to restore some diffuser wires that had been taken down, but the entire payroll covering the working department should not amount to over one hundred dollars. It would not be fair to charge the entire payroll to the laboratory nor to the wrecking of the sets, but I will give sufficient information on my statements to enable you to distribute the charges on your overhead as you may see fit.

You will undoubtedly know when Mr. Griffith ships the positive print of his First National picture and I wish you would see that sufficient unperforated stock is forwarded to me at the same time. Of course, I should have the stock a little before actual printing begins in order that we can have it perforated.

Yours very truly,

ECB:LW.

Nov. 5, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping-

I have not yet fully decided what to do with the Locomobile, but I think I will sell it. It is out of the paint shop and perhaps the best thing for me to do is to sell it as soon as possible. When the sale is accomplished I can then reimburse the studio for the balance due, which is now $500.00.

I recently bought a Buick also, which I expect to drive myself and to charge the office only twenty dollars per week for it. So far I have kept Jimmie on as he saves me a great many steps by doing errands that I would otherwise have to be absent from the office myself to attend to. As long as I keep him the automobile hire will be fifty dollars per week in the place of seventy two dollars, which the Locomobile earned. I am advising you of this for your information.

Yours very truly,

ECB:LW.

Nov. 5, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

My dear Mr. Epping -

Two or three days ago I mailed you a check payable to Mr. Griffith for the commissions due him on account of the "C Series". (In this connection please notice that "C Series" mean Clifton or Dorothy Gish pictures. You have recently made reference to the "C Series" including "Broken Blossoms" - which is one of the "D Series") At the same time I intended to write to Mr. Taylor and to Miss Dorothy Gish but I see that it escaped my attention at the time and I am enclosing herewith check for Mr. Taylor amounting to $34.61 - which is his commission on C-1 or "Battling Jane." He doesn't get any profits on any of the other Dorothy Gish pictures. I am also enclosing a check for Dorothy Gish - totalling $374.79, which is her profits on her first three pictures, namely - "Battling Jane" - "Hope Chest" "Boots."

Regarding "Boots" - see my letter of October 31st - also see Journal Entry #299 for 1918 item - amount $15.00. In this connection however, beg to advise that with Mr. Blake's assistance you can determine the exact status of all the pictures so far as costs are concerned and you can obtain this information from our trial balance of October 25th, which was mailed you separately a few days ago. There was also a copy of the trial balance included in the report itself for October 25th, which report was mailed fully a week ago.

Yours very truly,

JCB:LW.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO. 2R

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 36

G 15 CHDR 63 NL

LOSANGELES CALIF NOV 6

153 W. 42ND ST.
TEL. 643 BRYANT

J C EPPING

720 LONGACRE BLG NEWYORK

YOU PAY COMMISSIONS TO TAYLOR CLIFTON DOROTHY GISH AND GRIFFITH IN ACCORDANCE WITH LETTERS I HAVE ALREADY WRITTEN YOU ESPECIALLY MY THREE LETTERS OF OCT TWENTY SECOND TWENTY THIRD AND THIRTY FIRST OUT OF THE PROFIT CHECKS WHICH YOU RETAINED IN YOUR OFFICE I HAVE PAID COMMISSIONS OUT OF MONEY I HAVE CHECKED WHICH INCLUDES FAMOUS PLAYERS REMITTANCE COVERING WEEK ENDING SEPTEMBER SIXTH

E C BIDWELL 335A

Nov. 6, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping-

I have your three letters of October 31st, and have carefully noted their contents.

Your one letter states that you have experienced trouble in letters and checks reaching destination. I do not see how you can apply this to the Los Angeles office as to my knowledge there have never been any checks lost between Los Angeles and New York, either at your end or my end. However, I received the check for $1500.00 and will deposit it as a payment against the Hearts note.

By this time you have probably gotten the commissions due the various people on the Gish pictures straight - in accordance with my three letters of October 22nd - 23rd and 31st. I am amking all plans to have the audit made as per our records on November 15th, and you must not take all my money away from me because it will only necessitate a delay. Naturally I want to pay all bills and I cannot pay bills without money.

Yours very truly,

ECB:LW.

Nov. 6, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping-

Now that all our picture activities on the Pacific Coast are done away with and the laboratory is our only active portion of the Studio, it would scarcely be fair that the entire expense be borne by the Laboratory. Our main payroll will be carried on a new account called the D. W. Griffith Studio, New York. On this payroll will be included my own salary and most of the office force until the audit is finally taken care of. You can pro-rate this in your general overhead as you see fit. I am, however, charging the salary of our stenographer to the laboratory as she does a great deal of the clerical work for the laboratory.

In addition to this there will also be a payroll covering the wrecking and clearing of the 'big lot' - which, some weeks, may have quite a payroll - possibly as high as five hundred dollars, and will also be charged to the New York Studio. However, judging from the inquiries I am receiving dialy regarding the sale of lumber and firewood, I believe the revenue from the sale of this material will more than cover the payroll. I will furnish you with a supplemental sheet each week showing the amount of sales as against the payroll. This week the payroll is on account of cleaning up the Triangle Studio after vacating it last week. I have had to make some minor repairs in the floors and I had to restore some diffuser wires that had been taken down, but the entire payroll covering the working department should not amount to over one hundred dollars. It would not be fair to charge the entire payroll to the laboratory nor to the wrecking of the sets, but I will give sufficient information on my statements to enable you to distribute the charges on your overhead as you may see fit.

You will undoubtedly know when Mr. Griffith ships the positive sample print of his First National picture and I wish you would see that sufficient UNPERFORATED stock is forwarded to me at the same time. I should have the stock a little before actual printing begins in order that we can have it perforated.

Yours very truly,

ECB:LW.

Nov. 6, 1919.

Mr. J. E. Blackman,
4154 Lark St.,
San Diego, Calif.

Dear Mr. Blackman;

You were in town a few weeks ago and telephoned the office that you would be out to see me the following Thursday. I guess you must have forgotten this or else your business was very pressing - at any rate, I did not hear from you further.

Some of our creditors are again hammering us and a lift of a couple of hundred from you to us will again place us on easy street for a few weeks.

Yours very truly,

WESTERN ANILINE PRODUCTS CO.

By

ECB:LW. Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TREASURY DEPARTMENT,
U. S. INTERNAL REVENUE.
Form 1-17.

ORIGINAL.

NOTICE AND DEMAND FOR TAX AND RECEIPT—REGULAR TAXES.

cr 207.00

COLLECTOR'S OFFICE 5th, DISTRICT OF N.J.

AT Newark DATE Nov 7-19

List 23B 1919 (Year.); July (Month.); 58 (Folio.); 3 (Line.)

Capital Stock
(Character of tax or liability.)

For period ended 6/30/20

Notice is hereby given that there has been assessed against you the amount set opposite for the liability named which tax is payable to me. Demand is made for the payment of said tax on or before the date given below. Failure to do so will cause a 5 per cent penalty to accrue with interest at 1 per cent per month from due date until paid.

Due date Nov 17-19

Charles V Duffy
Collector of Internal Revenue.

TAXES, PENALTIES, ETC.	
Amount of tax	$ 207.00
50 per cent penalty	
100 per cent penalty	
5 per cent penalty	
Total	207.00

Received payment,

D.W.G.Corporation
15 Exchange Place
Jersey City,N.J.

5th DIST. INTERNAL REVENUE
NOV 17 1919
RECEIVED
Cashier

This notice must be presented at the time payment is tendered, as when properly stamped "paid" by the collector it becomes a receipt for taxes. See instructions on back.

2—2803

Collector of Internal Revenue.

Payment may be made in currency, post-office money order, draft, or certified check on a National or State bank or trust company, providing that such checks can be collected without cost to the Government. It should also be borne in mind that the date when such checks may be cashed and the money deposited is the date of payment, and allowance should be made accordingly. Collectors can not receive in payment of taxes uncertified checks, personal checks, drafts, or vouchers, and all indorsements by collectors on certified checks are made without recourse. **Money orders, drafts, and certified checks must be made payable to the Collector of Internal Revenue.**

2—2803

NOV 17 1919

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY NO. 7R

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

B42CH KG 104NL 430A9

HY LOSANGELES CAL NOV 8 1919

M51

J C EPPING

720 LONG ACRE BLDG NEWYORK NY

153 W. 42ND ST.
TEL. 643 BRYANT

MAILING DITZER CHECK TODAY FOR ONE HUNDRED NINETY ONE DOLLARS SEVENTEEN CENTS WHICH COVERS FIVE PERCENT COMMISSION OUT OF MR GRIFFITHS PROFITS ON GREAT LOVE PER FAMOUS PLAYERS REPORTS AUG THIRTIETH SIXTY NINE DOLLARS FOUR CENTS AND SEPTEMBER SIXTH THIRTY SEVEN HUNDRED FIFTY FOUR DOLLARS FORTY FIVE CENTS STOP YOU HAVE RETAINED ALL CHECKS SINCE FAMOUS PLAYERS REPORT SEPT SIXTH STOP BLAKE KNOWS ALL ABOUT THESE COMMISSIONS AND IF YOU WILL CONSULT HIM POSSIBLY CAN AVOID TELEGRAPHING STOP IF YOU HAVE RECEIVED ANY REVENUE CHECKS ON GREAT LOVE SINCE SEPT SIXTH FIVE PERCENT SHOULD GO TO BITZER STOP WILL WRITE YOU FULLY NEXT WEEK

E C BIDWELL

Nov. 8, 1919.

Mr. G. W. Bitzer,
720 Longacre Building,
New York, N. Y.

Dear Billy:

I am mailing you herewith our check for $191.17, which is 5% commission on checks which we received here from "The Great Love," as follows:

Famous Players remittance for week ending Aug.30,	69.04
" " " " " Sept. 6,	3754.45
Total,	3823.49
Your 5%,	191.17

This is all the profits that have been forwarded here. Mr. Epping may have received some later checks which he has retained in New York, and he will pay you direct if such is the case.

Very truly yours,

ECB/W

1 encl.

AND COMEDY WITH MUSIC

George V. Hobart, author of "Buddies," now at the Selwyn Theatre, describes the differences between musical comedy and a comedy with music by saying that the former is "a story written around the music," while in the latter case the music is an interpolation and does not dominate the entertainment." And Mr. Hobart wrote the books of thirty-seven musical comedies.

Mr. Hobart revealed how "Buddies" became a "comedy with music" and what came a "comedy with music" for it by B

239

TELEPHONE 8860 CHELSEA

Intended for D. W. Griffith

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE" NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From SUN

Address New York City

Date NOV 9 1919

RIVOLI—D. W. Griffith's latest production, "Scarlet Days," will star Richard Barthelmess in another tale of the gold rush times, laid in California in '49, before the miners and cowboys took to doing stunts for the movies. Clarine Seymour plays a Mexican dance hall girl who helps around the place by being tempestuous. Besides a comedy and an overture by the orchestra from Goldmark's "The Queen of Sheba," scenes from the first act of "Faust" will be put over by soloists and chorus.

237

TELEPHONE 8860 CHELSEA

Intended for D. W. Griffith

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HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE" NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From SUN

Address New York City

Date NOV 9 1919

Est 1884

CLARINE SEYMOUR
IN
D.W. GRIFFITH'S "SCARLET DAYS"
AT THE RIVOLI

160 D. W. Griffith

TELEPHONE 8860 CHELSEA

Intended for

"O wad some power the giftie gi'e us,
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World.

From EAGLE

Address Brooklyn, N. Y.

Date

The Rivoli.

D. W. Griffith's newest production, "Scarlet Days," a tale of the old West with Richard Barthelmess as the star, is the feature offered by the Rivoli Theater this week. It is a Paramount-Artcraft picture directed by Mr. Griffith himself. The scenario is by S. E. V. Taylor. It is a '49 story, laid in the rough section of California during the gold rush days. The dominating theme is the self sacrifice of a dance hall woman in order that her daughter may live the good life that has been denied the mother. Clarine Seymour, Eugenie Besserer, Carol Dempster, Ralph Graves, Walter Long, George Fawcett, Kate Bruce and Rhea Haines are in the cast. The other film features are a comedy and the Rivoli Pictorial.

The musical feature will be scenes from the first act from Gounod "Faust," a production by the N School of Opera and Ensemble. M tin Brefel is cast as Faust. Emanuel List as Mephistophe

TELEPHONE 8860 CHELSEA

Intended for D. W. Griffith

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE" NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From TIMES

Address New York City

Date NOV 9 - 1919

RIVOLI.—D. W. Griffith's "Scarlet Days," an Artcraft picture of the gold-rush days of California, with its narrative centring about a picturesque bandit and a dance-hall woman who seeks to give her daughter advantages denied herself, with a cast including Richard Barthelmess, Clarine Seymour, Eugenie Besserer, Carol Dempster, Ralph Graves, Walter Long, George Fawcett, Kate Bruce, and Rhea Haines, scenario by S. E. V. Taylor; the Pictorial; a comedy; the ballet music from "The Queen of Sheba," by the orchestra; scenes from the first act of "Faust," with Martin Brefel as Faust, Emanuel List as Mephistopheles, and a chorus from the New School of Opera; "Fantasie in G Minor," played on the organ by Professor Firmin Swinnen.

TELEPHONE 8860 CHELSEA

Intended for _____

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE" NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From.....

Address New York City

Date.....

Establis

"SCARLET DAYS," A GRIFFITH FILM, AT THE RIVOLI

Richard Bartholmess Has Leading Role in This '49 Picture.

D. W. Griffith's newest great production, "Scarlet Days," a tale of the old West with Richard Bartholmess as the star, is the feature offered by the Rivoli Theatre next week. It is a Paramount-Artcraft picture, directed by Mr. Griffith himself.

Not in a long time has Mr. Griffith, creator of our great motion pictures, produced a piece of work that in color, strength of story, and photgraphy equals "Scarlet Days." The scenario, by S. E. V. Taylor, gives Mr. Bartholmess ample room for the finest type of acting.

It is a '49 story, laid in the rough section of California during the world gold-rush days. The dominating theme is the heroic self-sacrifice of a dance-hall woman in order that her daughter may live the good life that has been denied the mother. Clarine Seymour, as Chiquita, the Mexican girl who helps Alverez (Bartholmess) in his most difficult moment, Eugenie Besserer as Roy Nell, and Carol Dempster as the eastern school-trained daughter get opportunities for good work. Others in the cast are: Ralph Graves, Walter Long, George Fawcett, Kate Bruce, Rhea Haine, and a few others.

The other film features are a comedy and the Rivoli Pictorial.

The musical feature will be scenes from the first act from Gounod's "Faust," a production by the New School of Opera and Ensemble. Martin Brefel is cast as Faust, and Emanuel List as Mephistophles. A chorus will be heard from behind the scenes. The overture, by the orchestra, will be the ballet music from "The Queen of Sheba" by Goldmark. The organ solo, "Fantasie in G. Minor," will be played by Professor Firmin Swinnen.

HENRY ROMEIKE, Inc.
(ORIGINAL)
106-110 SEVENTH AVE.
NEW YORK
ESTABLISHED 1881

NOV 9 1919

From American
New York City

RIVOLI—D. W. Griffith's newest screen production, "Scarlet Days," a tale of the old West, with Richard Bartholmess as the star, is the feature for the week opening to-day. It is a Paramount-Artcraft picture. The story tells a romance of California in the days of the gold rush in '49, and has for its dominating theme the heroic self-sacrifice of a dance hall woman in order that her daughter may live the good life that has been denied the mother. In the cast supporting Mr. Bartholmess are Clarine Seymour, Eugenie Besserer, Carol Dempster, Ralph Graves, Walter Long, George Fawcett, Kate Bruce and others. The other film features are a comedy and the Pictorial. Hugo Riesenfeld has prepared an unusually elaborate musical programme, with scenes from Gounod's "Faust," and the ballet music from "The Queen of Sheba," by Goldmark, as the overture.

TELEPHONE 8860 CHELSEA

Intended for _____

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

HENRY ROMEIKE, Inc.

106 110 Seventh Ave., N. Y. City

CABLE ADDRESS "ROMEIKE" NEW YORK — NEW YORK

The First Established and Most Complete Newspaper Cutting Bureau in the World

From HERALD

Address New York City

NOV 10 1919

Est 1884

Pioneer Days at the Rivoli.

"Scarlet Days" in the Rivoli Theatre brought to Broadway a page of history of the days of the gold rush to California in 1849. It is the latest productiou of David Wark Griffith for the Paramount-Artcraft. Richard Barthelmess is the star in a rôle which makes him a sort of Robin Hood of the San Joaquin Valley. A mild mannered bandit, he is a terror to Sheriffs and stage coach drivers and risks his life readily for a smile from the heroine, Chiquita, played by Miss Clarine Seymour. Mobs, shooting episodes and galloping posses make it a stirring picture, and there is an interesting love story throughout.

"Burglars," a Briggs-Paramount comedy, and the Rivoli Pictorial were other pictures. Martin Brefel, tenor, as Faust, and Emanuel List, basso, as Mephistopheles, sang parts of Gounod's "Faust," with artistic stage settings and choral effects. The orchestra played the ballet music from "The Queen of Sheba."

#6

New York Reviews on "Scarlet Days"

(Nov. 10, 1919)

EVENING GLOBE
New York City

NOV 1 0 1919

THE GLOBE

ON THE SCREEN.

By ALISON SMITH.

"Scarlet Days" at the Rivoli this week is David Wark Griffith's great picture of the west. The more or less wild western film has easily led in the average screen output from the first Biograph days to the latest Mack Sennett burlesque. But no one has done it quite as Griffith has done it, just as no one ever catches the atmosphere of any period as he does if he attempts it at all.

The play has all the familiar, time-worn characters; the helpless ingenue from the east, the brutal mining camp villain, the bandit with the heart of gold and the remorseful scarlet woman from the dance hall. But with his characteristic magic, Griffith has transformed these stereotyped figures into flesh and blood beings instead of the screen shadows which we know only too well.

Most of the scenes are staged in a dance-hall. It is not a polite dance-hall; in fact its stark realism is often painful. Much of the story's action has all the savagery of the untamed country which drew to it the worst of humanity from all corners of the world. But over it all, Griffith has thrown the glamour of a romance in which love conquers all things, even the lust for gold and women.

The chief figures in this romance are played by Richard Barthelmess as the noble bandit and Carol Demster as the fair one from the east. Barthelmess is quite as thoroughly transformed by his moustache and sombrero as he was by his oriental mask in "Broken Blossoms." As a good bad man he is irresistible. Claurine Seymour flames into real dramatic intensity as a little Mexican waif. This young actress has gone a long way since hef first hit as "Cutie Beautiful." Ralph Graves, George Fawsett and Eugenie Bessermer are only a few of the other names in this typical Griffith cast.

But greater than the cast or its background, is the witchery of the production itself, which has caught all the violence and tenderness of our own "roaring forties." The banal sub-titles are its only flaw.

Martin Brefel and Emanuel List sang a scene from "Faust," which indicated the remarkable progress of the new school of opera. A Briggs comedy was included in the picture programme.

TELEGRAM

Productions by David Wark Griffith are now as important as any first night in stageland. There is a new one by this super-producer at the Rivoli Theatre this week. Mr. Griffith has gone to the dramatist's happy hunting grounds for his story —the days of '49 and the gold fever in California.

S. E. V. Taylor wrote the scenario, which is one of those Bret Harte-like tales of dance halls, rough miners, Mexicans and all those irresistible figures of romance. Richard Barthelmess, who has figured conspicuously in Griffith productions, is the chief player.

Mr. Griffith has again produced a picture of great beauty and impelling emotional quality.

The musical feature is a scene from the first act from Gounod's "Faust." Martin Brefel is cast as Faust and Emanuel List as Mephistopheles. A chorus is heard from behind the scenes.

The overture by the orchestra is the ballet music from "The Queen of Sheba," by Goldmark. The organ solo, "Fantaisi G Minor," by Fetis, is played by Professor Firmin Swinnen.

TELEGRAPH

RIVOLI PRESENTS GRIFFITH PICTURE

"Scarlet Days," New Paramount-Artcraft Special, Holds Headliner Position for Week.

IS THRILLER OF '49 DAYS

Scene From "Faust" Is Rival Attraction, With Pictorial and Briggs Comedy on Bill.

By FRANCES AGNEW.

"Scarlet Days," the new Paramount-Artcraft picture which reflects in every foot of action and in every characterization the hand of D. W. Griffith, is the feature of this week's program at the Rivoli. The obvious appeal that it had for yesterday afternoon's capacity audience, which was thrilled, amused and dramatically impressed by turns, may be regarded as an assurance of its success as screen entertainment.

Judging from the applause and audible comment, every one enjoyed it, even the spectators seated in the vicinity of a pair of chatterboxes of the feminine gender. You know the type, those for whom every number on the program is a reminder of something they saw or read elsewhere, who praise the music too vehemently to enjoy it and read the sub-titles aloud. However, their neighbors forgot the chatterboxes during the running of the feature, which is a tribute to Mr. Griffith.

Thrilling Romance of Old West.

"Scarlet Days" is a romance of the picturesque and carefree old West in the days of '49. It presents a more complicated plot, having more thrilling and more intensely dramatic action than Mr. Griffith's recent Paramount-Artcraft releases. At the same time the story is essentially one of character interpreted by a cast of players whose work testifies to Griffith's able direction.

The story relates the adventures of the daughter of a dance hall queen when she comes West to find her mother, the action showing how her innocence and beauty induce a desperado and a young prospector to unite to keep from her the knowledge of her mother's past and to prevent the villainous dance hall owner from getting the girl. The story introduces a wealth of well-staged gunplay and at the same time reveals all the intimate detail of pathos and humor for which Griffith pictures are noted. Richard Barthelmess, Clarine Seymour, Eugenie Besserer, Carol Dempster, Ralph Graves, Walter Long and George Fawcett are representative names in the cast. The scenario was written by S. E. V. Taylor.

EVENING JOURNAL

D. W. Griffith's newest production, "Scarlet Days," directed by Mr. Griffith, is the feature offered by the Rivoli this week. The other film features are a comedy and the Rivoli Pictorial. Hugo Riesenfeld has prepared an unusually elaborate musical programme.

EVENING SUN
New York City

ess

"Scarlet Days."

If Broadway shows a lack of interest in the revival of the stirring days of '49, when California was the mecca of every bold adventurer and adventuress, every criminal and gambler in addition to the fine souls who joined the caravans to the sunset, there was no evidence of it yesterday when the Rivoli opened with D. W. Griffith's adaptation of pioneer events of California's history in the making, lifted from authentic annals, and presented as "Scarlet Days."

From various accounts of the trials and vicissitudes of the gold seekers and the daily tragedies that were enacted in real life when the Eastern "tenderfoot" was picking nuggets out of the gravel bars of California's mountain streams "Scarlet Days" weaves a story with a tense plot in which, of course, the villianies are gross and the virtues soar high above the Sierras. Griffith has left no details of the pioneer atmosphere to the imagination in his picturization and has mobilized a strong caste to impart the necessary action demanded of a story so replete with human emotions. The gun play would seem extravagant in an instance or two, but the makers of California, so Bret Harte has said, usually fared forth each day under the calling sky with a convenient arsenal on their persons.

"Scarlet Days" transplants a flower from New England, a maid just out of school, in this country of strong men and blackguards. She is in search of a mother she has never seen, but who is located in a dance hall. A pathetic love story is worked into the play and through its sordid settings.

WORLD

STIRRING DAYS OF '49 IN NEW GRIFFITH FILM

Vigorous Story of Early California at Rivoli—Bills at Other Movie Theatres.

A vigorous and colorful story of California in the mad days of '49 is D. W. Griffith's latest contribution to the screen. "Scarlet Days" is the name. It was shown yesterday at the Rivoli to crowds which packed the theatre several times. The justly celebrated director has put into the film the continuity, rare photography and well-handled mob scenes which have distinguished him.

The central figure is a Mexican bandit, a sort of Robin Hood of the San Joaquin Valley, a terror to officers of the law but a benefactor to the poor. The role is well played by Richard Barthelmess. Then there is Rosy Nell of the mining town's dance hall, who would bring up her beautiful daughter to a life of respectability. The daughter is impersonated by Clarine Seymour. A love story between bandit and girl develops with all the rattle and rumpus that one could ask. "Burglars," a Briggs comedy, steals away the blues.

TRIBUNE
New York City
NOV 10 1919

On the Screen

Griffith's "Scarlet Days," With Richard Barthelmess, Scores Hit at the Rivoli

By Harriette Underhill

"Scarlet Days" is so exciting that after it is finished you sink back in your green plush chair at the Rivoli and try to make up your mind whether you are glad or sorry that it is over.

Although we are not a stickler for the banal happy ending we were all ready to tell D. W. Griffith that we never should speak to him again if he hadn't saved the life of Alvarez. Richard Barthelmess is seen as this fascinating outlaw, and he is advertised as the star, but we do not know whether this means a real star or only a star by divine right. He certainly has earned his title.

When we saw him in "Broken Blossoms" we thought there could not possibly be another part for him with such possibilities. But we like him even better as the Mexican bandit than we did as the Chink, and he is the only young actor on the screen to-day who could make us unfaithful to our allegiances.

How handsome he is, and how careless and how entirely Mexican!

"Scarlet Days" is a story of California in '49, a theme to which we have become inured, but Mr. Griffith has made a fascinating story out of this. And we didn't think it was possible to select a cast as good as this one without including Lillian Gish or Robert Harron.

Mr. Griffith has a way of saying, "I shall take a theme that is old, I shall do something that every one else has worn threadbare, I shall put in old-fashioned titles and I shall show you a masterpiece. And then he goes ahead and does it. We have always considered the titles in Mr. Griffith's pictures not very good, and yet we are not sure that they are not much more effective than any other titles would be in these pictures.

Eugenie Besserer gives a splendid performance as Rosy Nell, the dance hall girl who is bringing her daughter up in the East and protecting her from all contact with the world she, herself, knows. Carol Dempster is charming in the rôle of the daughter.

She comes West to visit her mother when her aunt dies, and, of course, every man in the mining town wishes to make her his own. Her arrival certainly leads to complications, but it is all worked out beautifully.

Clarine Seymour is a fascinating little Mexican shrew, who pines for Alvarez in vain. Besides the players already mentioned, there are Ralph Graves as the lover, "White Heart" they call him; Walter Long, George Fawcett, Adolph Lestina and others.

The photoplay is that marvelous hazy stuff which Mr. Griffith knows how to produce better than any one else. But he is careful with it, and never lets you have quite as much as you would like. The scenario was made by S. E. V. Taylor.

From American
New York City
NOV 10 1919

THE appearance of any D. W. Griffith film production is more or less of an event. Events happen with a swishing, curdling nakedness at the Rivoli Theatre this week, where a new picture from the skill of this man Griffith, entitled "Scarlet Days," is receiving its New York premiere.

It is not an offering of sugar and treacle. It has little of moonlight, half-blown roses, faintly pink romance or blushes. It does not ripple into pretty society meanderings, nor is there a smart frock or a marcel wave in its entire footage.

It is stark drama of the gold-rush period of '49, a tale of the great, rough West that beats and punches its story-thread into a vivid, ungentle fabric historical in its truth.

The story concerns the efforts of a woman called Rosy Nell to keep from her young daughter the truth of her mother's life. Rosy Nell is the belle of an unthinkably common den that infests a settlement in the Klondike. The girl arrives in the West at the very time her mother is declared guilty of murder, and the rest of the tale deals with the efforts of Rosy Nell and a couple of decent sort of people to keep whole the framework of the child's dreams.

Of the cast, Richard Barthelmess, as Alvarez, again demonstrates the fact that he is one of our very finest screen actors, while Ralph Graves, historically in need of a hair-cut, takes excellent care of the other half of the story's romance. Walter Long is correctly and atrociously bad as Bagley, playing with a skill that must delight his director, while Clarine Seymour, as Chiquita, and Carol Dempster, as the daughter, live up to the fine promises made by them in their earlier work under Mr. Griffith's mastery.

Eugenie Besserer as the mother and as Rosy Nell stands out like a brilliant poppy against the tragedy of the play.

Whether you get enjoyment from the story or not, you will be witnessing screen drama if you see "Scarlet Days."

"Scarlet Days"
NOV 10 1919
From Times
New York City

THE SCREEN

D. W. Griffith, even when he is dealing with the California of 1849 under the descriptive title of "Scarlet Days," would have his work accepted as a slice of real life, and takes pains to refer to the authorities on whose word he bases his claim that the story his pictures tell is truth stranger than fiction. But when a scarlet melodrama of another day, such as that presented at the Rivoli this week, comes along, spectators will hardly care whether it originated in life or in someone's imagination. They will enjoy it—at least as many as like scarlet melodrama—and accept its picturesque characters as real for the time being, and that is all that any moving picture story of such a time and place should ask or desire.

In "Scarlet Days" Mr. Griffith shows the Forty-niners and their life as many have tried with little or no success to imagine them. The characters come to life from stories once read and dimly remembered. They ride and shoot, laugh and fight, as they must do to preserve the glow of the year 1849 in American history. Sometimes they come rather harshly to life in Mr. Griffith's work and are not pretty and pleasant—as though they felt it a duty to remind the people of 1919 that they were not Sunday school children on a picnic. But for the most part the bold lines and strong colors with which they are stamped bring out the elemental virtues and vices popularly attributed to primitive people. The hand of Mr. Griffith is clearly seen throughout their adventurous lives. They seem to live largely by his animation and the scenes and surroundings in which they fit so naturally are of his building. There are many eloquent moving pictures in "Scarlet Days," and several novel "out-of-focus" effects. But why does Mr. Griffith, who can make moving pictures so lucid, label them with words that are needless, and to some, at least, irritating?

Clearest and most compelling among the characters is Alvarez, a Spanish bandit and adventurer, impersonated by Richard Barthelmess. Mr. Barthelmess is rising rapidly. As the Chinese hero of "Broken Blossoms" he set a new standard for himself, and in "Scarlet Days" he shows that he did not just once go beyond his reach. He makes Alvarez the bright centre of the story. At all times he is the romantic Spaniard, and never more exactly and completely than when, defending himself against attack, he dodges and darts about, shoots this way and that, in an evident ecstacy of joy, a throbbing delight that comes from pure love of excitement. It is anticlimatic when he recovers from his wound and goes away with the girl who loves him. Alvarez could never settle down as a married man, even in the wild west. He ought to have died dramatically with his ornate boots on.

All of this about Barthelmess is not to detract from the others in the cast. Eugenie Besserer, last seen in the thin rôle of the hero's mother in "Turning the Tables," does forceful work as a dance hall woman glorified by love of her daughter; Carol Dempster as the daughter is appealing, and Clarine Seymour, the transformed Cutie Beautiful of "The Girl Who Stayed at Home," is diverting as a mining camp oddity who loves the indifferent Alvarez. Walter Long, the Musketeer of the Slums in "The Mother and the Law," is a musketeer of the same sort in "Scarlet Days"; George Fawcett is a delightful sheriff, and Ralph Graves is properly heroic as a sturdy miner. Adolph Lestina, Kate Bruce, Rhea Haines, Herbert Sutch and J. Wesley Warner are also in the cast, and by their playing complete it.

EVENING MAIL

New York City

"Scarlet Days"

"Scarlet Days" Adds Another Picture Hit To Griffith's Record

Producer's Skill Makes Old-time Melodrama Pulsate with New Life—Katherine MacDonald Appears in "The Thunderbolt"—Other Film News.

By TOM OLIPHANT.

SURELY D. W. Griffith must secretly hope to achieve a failure some day. The paeans of praise that rise regularly as a Griffith production is offered to the public must become monotonous to a nature in which the value of contrast is highly developed. But Mr. Griffith's desi , if such desire he cherish, must remain unfulfilled. Artistry will out, and it is improbable that he could produce a commonplace photoplay if he wanted to.

Even the conventional situation takes it is galv C n touch. he story of the latest Griffith produ n, "Scar s," is crude melodrama of the character that, curiously enough, flourished mightily on the stage until the motion picture robbed it of its clientele. It is one of those wildly western stories whose popularity on the screen caused the map of t es to be dotted with film theatres.

But "Scarlet Days" has been refined by the producer's art. Its native crudity is vanquished by the sincerity and sympathy that guide its staging. Considering the quality of the material with which he worked, this photodrama merits classification among the best productions that have come from Mr. Griffith's studio. Indeed, because of this very fact I am not so sure that it is not Mr. Griffith's most notable achievement.

S. E. V. Taylor is credited with authorship of this Paramount-Artcraft picture, which graces the position of honor on this week's Rivoli Theatre programme. Taking the spectator back to the days of '49, it introduces as one of its principal characters Rosy Nell, singer in a mining town hotel.

Rosy Nell has a daughter who has grown up in an eastern boarding school, ignorant of her mother's dissolute life, an ignorance that is fostered by her guardian aunt. With the death of the aunt the girl sets out to join her mother, arriving on the outskirts of the mining town at the moment Rosy Nell is about to be hanged because the mistress of King Bagley, her employer, has died in a fight during which she attempted to rob the singer of her savings.

Some of Rosy Nell's friends intercept the journey of the daughter, take her to the cabin of a young miner and the mother is granted three days' respite that she may persuade the girl to return East before she learns the truth. When a young Mexican friend reclaims Rosy Nell's savings by robbing Bagley's hotel, she decides to break her promise and flee with her daughter.

Meanwhile the girl's beauty has aroused Bagley's lust, and in a thrilling raid upon the young miner's cabin he and his followers attempt to abduct her. It is during this scene that the girl learns of her mother's past. Later Rosy Nell and Bagley are killed and the girl rides away with the young miner "to ckton an' Patrimony."

This brief sketch of the story does not suggest the wealth of incident or the subsidiary currents that attend its unfoldment. The acting will meet the expectation of every Griffith fan, though Richard Barthelmess, as the young Mexican, gives a performance that seems less inspired than that of any of his coplayers. A remarkably vivid portrayal of a Mexican girl is contributed by Clarine Seymour, and Eugenie Besserer as Rosy Nell, Carol Dempster as her daughter and Ralph Graves as the young miner handle their roles with such skill that one cannot think of a trio of players who could have played them quite as effectively. George Fawcett's talent for characterization lends particular interest to two brief scenes.

SUN

ss New York City

FILMS SIDE ISSUE IN MOVIE PALACES

Revues and Musical Productions the Whole Thing Along White Way.

"Scarlet Days," chief film in the Rivoli, however, stands out amid the rush of music by reason of being a prodution by D. W. Griffith, manufactured out of sunshine and imagination with all of Mr. Griffith's masterly mixing of the usual gelatine ingredients of romance. It is a story of California in '49, when men's thoughts were of gold but not golden.

Barthelmess Is Star.

Richard Barthelmess, the young star of the picture, plays the part of *Don Alvarez*, a Spanish "bandit king" and therefore handsome and dashing, a sure shot with the pistol and an even surer marksman with the women—a character that is said actually to have lived in those glorious days when motion picture scenarios were lived and not acted. *Alvarez* chivalrously rescues *Rosie Nell*, a dance hall woman, from a mob of miners who are infuriated because she has caused the death of one of their favorite dancers in a fight which arose through the favorite's attempt to steal *Rosie Nell's* savings from her "honest graft."

Alvarez learns that these savings have been hoarded because *Nell* has a daughter being properly brought up in an Eastern boarding school and *Nell's* ambition is to leave her crimson career, join her daughter and have her fling at respectability. When the daughter arrives in the mining camp, innocent and unacquainted with her mother's reputation, *Alvarez* prevails on the miners to leave them alone and even foster her childlike faith in her mother, but after a few days a mob is gathered by the dance hall proprietor, who wants the daughter as only a dance hall proprietor could want her.

They attack the cabin where she is staying with her mother and *Alvarez* in a stirring fight defends her, aided by her young lover—you didn't imagine *Alvarez* was in love with her, did you? But their struggle is hopeless and in order to have the sheriff save them from the mob the young Spaniard has to surrender to that officer, whom he has been making look like a tenderfoot. However, everything comes out all right through the intervention of the bandit's Mexican sweetheart, so no woman patron will have to cry herself to sleep after seeing the picture.

Rises Above the Story.

Mr. Griffith is handicapped by his story, as usual, but that only gives him a chance to rise above it and make the story look foolish by his wizardry. This is one of his finest productions, being well knit and sincere and one of the few examples on the screen of the scarlet days in the West that don't make a sane man see red. Mr. Barthelmess does a smooth piece of work that stamps him as a real "comer," able to register his points effectively with or without a cigarette.

Nov. 10, 1919.

Mr. J. C. Epping,
720 Longacre Bldg.
New York.

Dear Mr. Epping-

Answering your letter of November 4th, beg to advise that no one who is not entitled to transportation got it free.

Referring to my letter of Oct. 31st, beg to advise further as follows-

Clifton paid for his wife
Leigh Smith paid for his wife and little girl.
Millie Richter paid for her mother.
Wells Hastings paid for his entire family except himself.
Bush paid for his wife.
Ralph Graves paid for his lady friend, Anna May.
H. Sartov paid for his wife
Sid Koster paid for his wife
F. F. Summers paid for his wife

In addition to the above we furnished transportation and sent you bills to collect as follows-

Mrs. Gish for two Japenese servants.
Alice Miller - Stenographer
Mrs. Rodriquez - on account of her daughter
M. M. Stearns - on account of Mrs. Stearns and children.

Beg to further advise that although a large number travelled in drawing rooms and compartments, in each and every case they paid the difference between the cost of one lower berth and their proportion of the compartment or drawing room, and therefore it would only annoy them and be of no use to mention this matter to them at all.

Yours very truly,

ECB:LW.

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11/10/19

Dear Mr Bidwell.

I received your letter of 11/5 the beginning of the 2d paragraph read viz: "Regarding Burto see my letter of Oct 31 also see Journal entry 299 for 1918 item of $15.00" I looked up and down but could not see any such item on Journal Voucher 299 which was attached to your statement of Sept 13th

Please note that since P W & Co closed the 1918 cost out your trial balance only shows the cost for 1919 your auxiliary records however should show the complete cost for 1918 & 1919. The journal entries which P W & Co made are so complicated, at least to a man who is only vaguely familiar with your system that I am not going to dope out any total costs from your journal entries when you can easily furnish me a statement of complete cost from your ledger. Mr Griffith needs the total cost of all the Dr & Cr series of pictures for an important reason and I flatly told him, that unless you furnished him the costs from your books, he would not be able to get them from me. The costs were kept on your end and therefore you should be easily able to furnish a statement showing complete cost I wired you yesterday at Mr G's request to send such a statement as soon as possible and I hope you will do so soon it is most important that he get this, his financial plans demand this.

Yours truly
J Stevens

D. W. Griffith, 4500 Sunset Blvd., Los Angeles, Calif. Title of motion-picture photoplay: "Scarlet Days." Story and scenario by S. E. V. Taylor. Directed by D. W. Griffith. Photoplay by D. W. Griffith, of the United States. In 7 Reels. Reels 1-7.

Date of publication Oct. 24, 1919. Copies received each Nov. 3, 1919.

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[SEAL]

Thorvald Solberg
Register of Copyrights

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November 10, 1919.

D. W. Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Gentlemen:-

I enclose certificate of copyright registration for SCARLET DAYS.

Very truly yours,

Fulton Brylawski

FB/DEC
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#2 Rector Street,
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My dear Mr. Banzhaf:-

We return the advertisement given to the writer. This property is listed in our office, together with others. If there is anything further we can do for you on this, we would be delighted.

Yours very truly,

CHAS. FIELD GRIFFEN & CO.,

by C J Reid

Have found a total of $850.00 on all the property at Mamaroneck - Have confirmed this to Mr Epping in detail

CJR:JC.

A G R E E M E N T

ROYAL BROWN

and

D. W. GRIFFITH"

Motion Picture Rights

of

"THE REINCARNATION OF EDDIE LIST"

Dated November 10, 1919

THIS AGREEMENT made and entered into this tenth day of November, Nineteen Hundred and Nineteen (November 10, 1919) by and between ROYAL BROWN, of Humarock, Massachusetts, party of the first part:- and D. W. GRIFFITH, of the Borough of Manhattan, City, County and State of New York, party of the second part:-

W I T N E S S E T H:-

WHEREAS, the said party of the first part represents that he is the author of a certain literary composition, entitled, known, and identified as "THE REINCARNATION OF EDDIE LIST", as published in Red Book Magazine, issue of November, 1919, and duly copyrighted therein, under the copyright laws of the United States of America, and

WHEREAS, the said party of the first part represents that he is possessed of the sole and exclusive right to dispose of the motion picture rights in and to the said literary composition "THE REINCARNATION OF EDDIE LIST", and

WHEREAS, the said party of the second part is desirous of obtaining the exclusive right, license and privilege to make photographic reproductions and so-called motion picture films of the said literary composition, and the theme and subject matter thereof, and the right to exhibit the same by projection on screens or otherwise, and to sell, lease, license, and generally deal and traffic in said films and reproductions thereof, subject to the provisions of this agreement, of the said literary composition entitled "THE REINCARNATION OF EDDIE LIST", throughout the world or any part thereof.

NOW, THEREFORE, IN CONSIDERATION of the premises, and of the sum of One Dollar ($1.00) by each party to the other in hand paid, receipt whereof is hereby reciprocally acknowledged, and of other good and valuable considerations, the parties hereto, do hereby agree as follows:

FIRST: The said party of the first part represents and warrants to the said party of the second part that the aforesaid literary composition "THE REINCARNATION OF EDDIE LIST", and the title thereof are original with the said ROYAL BROWN, in all respects, and that no incident therein contained, and no part of the theme thereof, is taken from or based upon any other novel or literary composition, dramatic composition, or any motion picture; that he is the absolute and sole owner of the motion picture rights in and to the said literary composition "THE REINCARNATION OF EDDIE LIST", that the title of the said literary composition "THE REINCARNATION OF EDDIE LIST", is such as may be used in connection with the motion picture or photo play, or motion pictures not photo plays, based upon or taken from the said literary composition; that he has not sold, assigned, leased, or in any way whatsoever made over to any person or persons, firm or corporation, the said motion picture rights to the said novel or literary composition; that he has not granted any right, license, or privilege by which the same could be in any way diminished or impaired; that he has full right and authority to grant unto the said party of the second part the exclusive motion picture rights to the said title and literary composition in all parts of the world; that he hereby agrees to enter into no agreement or do no act which would tend to encumber the rights herein granted to the said party of the second part and that he will warrant and defend any action in law or in equity which may be instituted in connection with any claims for infringement in connection with the use of the said title or the theme or incidents of the literary composition, and to warrant and defend the said party of the second part against any action or actions which might prejudice the securing to it of the full benefits of this agreement, it being distinctly covenanted and agreed, however, that the foregoing warranty and responsibility

shall be associated solely and exclusively with the material covered by the said literary composition "THE REINCARNATION OF EDDIE LIST", and not in any manner, or to any extent, to any material introduced or supplied, in the scenario or in the making of the said motion picture or photo play, by the said party of the second part or by any agent, servant, employee, associate or assignee of the said party of the second part.

SECOND: The said party of the first part does hereby grant unto the said party of the second part all and every the motion picture rights in and to the said literary composition "THE REINCARNATION OF EDDIE LIST", and in the theme thereof, solely and exclusively, and the sole and exclusive right to use the said literary composition, the title and the theme thereof, for photographic reproduction and reproductions in the making of a motion picture or photo play to be based thereon, granting hereby unto the said party of the second part the right to adapt, arrange, rearrange, change, transpose, add to and subtract from, the said literary composition, or the title thereof, as and to the extent that the said party of the second part may deem expedient for motion picture purposes; and to make, sell, rent, and generally traffic in films thereof, and to exhibit same throughout the world, or any part thereof, subject to all of the conditions and limitations of this agreement.

THIRD: The said party of the second part shall and will pay to ALICE KAUSER MOTION PICTURE DEPARTMENT, as agent for the said party of the first part, at 1402 Broadway, New York City, the sum of ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($1250.00) in cash or certified check, upon the signing and execution of this agreement, receipt whereof is hereby acknowledged, which said sum of ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($1250.00) shall be in full and complete satisfaction, subject to the conditions and limitations

of this agreement for the transfer of the rights hereinbefore set forth, and the said sum of ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($1250.00) shall belong definitely to the said party of the first part, and no part thereof shall be returned to the said party of the second part, whether a motion picture or photo play based upon or taken from the said literary composition "THE REINCARNATION OF EDDIE LIST", is manufactured or not.

FOURTH: The said literary composition "THE REINCARNATION OF EDDIE LIST" having been written and composed by ROYAL BROWN, the said name of ROYAL BROWN shall appear as the author of the said "THE REINCARNATION OF EDDIE LIST", upon all films, for exposure long enough to be easily read, and upon all announcements, printing, programmes, and all other forms of publicity, issued by or under the direction of the said party of the second part in connection with the exploitation of any motion pictures or photo play made from or founded upon the said literary composition. It is also understood and agreed that in the event that the said party of the second part shall enter into any agreement in connection with the said motion pictures or photo play made from or founded upon the said literary composition "THE REINCARNATION OF EDDIE LIST", whereby the "distribution" or "marketing" of the said motion pictures or photo play shall be conducted by or through any other than his own agency, then and in that event the said party of the second part shall insert or cause to be inserted in any and all such agreement, a clause providing for the authorship credit hereinbefore set forth.

FIFTH: The said party of the second part shall have the privilege of acquiring copyright in the said motion picture or photo play made from or founded upon the said literary composition, during the term of any copyright on the

said literary composition, and any renewal thereof or any other term for which copyright can be secured, and the said party of the first part hereby assigns, transfers, and sets over all rights granted hereunder, for the said term of existing copyright and all extensions or renewals thereof, subject to the conditions and limitations of this agreement.

SIXTH: It is distinctly understood and agreed that the rights hereby granted do not include the right to use any spoken words in connection with the said motion pictures or photo play or any sounds however produced, and that the said rights do not include any stage production, book or publication rights, of any kind or nature whatsoever, any and all such rights or any variants thereof being hereby specifically reserved to the said party of the first part, but it is understood and agreed that nothing herein contained shall be construed to prohibit the said party of the second part from publishing a brief synopsis of the said literary composition "THE REINCARNATION OF EDDIE LIST", in such form or forms as he may elect, for purposes of exploitation of the said motion pictures or photo play, or from using extracts from the said literary composition for "titles", as the said term is generally understood, in the said motion pictures or photo play, or in connection with the exploitation thereof.

SEVENTH: The said party of the second part shall and will engage for the production of the motion picture or photo play, made from or based upon the said literary composition "THE REINCARNATION OF EDDIE LIST", a first-class company, as the term is generally understood and accepted in the motion picture business.

EIGHTH: It is further understood and agreed that the first film made from the said literary composition shall be released, as that term is generally understood and accepted in the motion picture business, not later than the tenth day

of November, Nineteen Hundred and Twenty-two(November 10,1922) and in the event that the said party of the second part shall fail to release or cause to be released the said first film on or before the said tenth day of November, Nineteen Hundred and twenty-two (November 10, 1922) then, and in that event, all rights granted under and by virtue of this agreement shall cease and determine and revert to the said party of the first part, without further act or instrument and the said sum of ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($1250.00) aforesaid shall be forfeited to the said party of the first part whether any motion pictures or photo play taken from or based upon the said literary composition "THE REINCARNATION OF EDDIE LIST", shall have been manufactured or not.

NINTH: Neither this agreement nor the rights granted by the said party of the first part to the said party of the second part, shall be assigned or assignable without the written consent of the said party of the first part having been first obtained, but it is understood and agreed that such consent is not to be unreasonably withheld and is hereby granted for assignment to any subsidiary or to any affiliated manufacturing unit or distributing agency of the said party of the second part.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

In presence of

..... D. W. Griffith

Owen C. Francis (as to R.B.) ..... Royal Brown

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"THE REINCARNATION OF EDDIE LIST"

By Royal Brown

In the sho-window of the pawnshop was that motley array of flotsam and jetsam, the ebbing tides of fortune cast up. The geometrical center of the haphazard display was a set of false teeth which Hagan, the pickpocket, swore that he had lifted from the mouth of the proprietor of a country hotel as he slept on his porch. This was grave risk for small gain, but Hagnn was a virtuose with a pure love for his art. Also he had humor.

The rear of the show-window was shut off from the shop by panes of glass set in small frames. One of these opened, and the skinny hand of an old man reached beyond the false teeth and picked up an automatic revolver. This, old Berger, the pawnbroker, passed to a youth standing at the counter.

The youth wet his lips. "How much?" he demanded.

"Eight dollars", said Berger, his keen old eyes watchful behind his bowed spectacles.

The youth turned the automatic over and over in his hands. He wet his lips again. "I'll take it", he mumbled.

The pawnbroker smoothed out the bills tendered in exchange, examining each with swift but expert scrutiny. Then as his customer withdrew hurriedly, and with a suggestion of furtiveness, he shut the small window and shuffled to the rear of the shop. His conscience did not trouble him -- he had none. In order successfully to pursue his none too savory or successful vocation, he must mind his own

business -- and let other people mind theirs.

Nevertheless, it was his business to know something of other people's business. He knew that the youth who had bought the automatic was Eddie List, and that Eddie was a member of Hagan's gang. He also knew that pickpockets and their assistants eschew weapons. Aside from that, Eddie's purpose was written in his eyes, blackened and bruised and smoldering with the thought of vengeance to be consummated.

In the neighborhood somebody was always out to "Get" somebody else. A quarrel, -- often as not over a girl -- a feud, and a murder! One ungoverned passion developing another! A flurry of excitement and a carelessly cast police-net which far oftener failed to mesh the murderer than it caught him! And thereafter the murderer became a gunman, a bully and a braggart, with a reputation to be lived up to until sudden death capped his efforts.

This was the environment in which Eddie had been born and bred; he knew no other. He was evil, but there was some clean blood in him. His mother was an honest, hardworking scrubwoman. She feared God, but had no illusions concerning man created in His image. She had always been pessimistic about Eddie's future, but for him she had found excuse in the undesirable truth that his father had likewise been worthless. Of her late husband Mrs. List spoke her mind with a fine unconsciousness of Latin platitudes concerning the dead.

Until Eddie was eighteen, home had been a place one might visit when he was broke. At all other times it was a place to be avoided, if he valued his skin -- as he did. His mother had discovered that he was not only worthless but worse. If there were any Spartan in her, it was overlaid by other race affiliations; yet she disowned Eddie with a thoroughness of which the mother of Lycurgus might have

been proud.

"Get out", she had commanded, and though Eddie was not a philosopher, full of maxims regarding the futility of reasoning with an aroused woman, he got.

He knew better than to stop and argue when Mrs. List had a skillet in her hand.

The choice he was offered, that he mend his ways, he disregarded. At twenty he had gone from worse to the borderland of worst. He had the thin, pasty, oversophisticated face of the East Side youth, and he was a "classy dresser" --- which meant the clothing he affected was the last cry of a fashion done to death. The expression of his eyes, alert but quick to shift before a steady gaze, the precocity of the lower part of his face, even the sleekness with which his black hair was brushed back from his forehead, suggested one of those rodent animals that live by stealth.

His intimates were pickpockets, strong-arm guys, second-story wokkers, boxmen and cadets. Among these Eddie enjoyed the same good-natured, kindly tolerance that a bat-boy does among major leaguers. A bright boy -- and he had the reputation of being "bright" -- might be an asset some day.

Eddie, conscious of their appraisal, struggled manfully to acquire whatver degree of viciousness he naturally lacked. He lived in a topsy-turvy world where men received or were denied distinction for what measure of bad there was in them. His first reward came when Hagan lost -- through processes of the law -- the member of his gang whose duty it was to jostle a victim, while he, the master-dip, set his facile, furtive fingers to their task.

Eddie was offered the job, and he snapped it up. Unfortunately

his fingers were neither facile nor furtive; they lacked that early intensive training that great musicians and pickpockets must have to achieve success. Never would he attain Hagan's virtuosity. But his affiliations with Hagan gave him standing.

In appearance, Hagan was as negative as a successful pickpocket should be -- a small man with not a single physical characteristic that would make anyone look at him twice. Nevertheless he was a man of substance and a prophet with honor in his own country. When he gave counsel, it behooved a youth like Eddie to present respectful audience.

"The thing for you to do, Eddie", advised Hagan, "is to get a moll. Then you'll have something steady."

While he spoke, Hagan's eyes watched the boy's face with cold intentness. That Eddie, with his sophistication, his style and general smartness had not availed himself of a recognized means of getting easy money was a matter of surprise and, in some respects, of suspicion. The inference was that Eddie was not as bad as he might be.

"Take a slant at that red-headed skirt who lives over Sullivans. She's a ripe un", Hagan went on. "A guy with your looks will win her. Talk a little love to her. She'll fall for it."

The logic of this was unanswerable. Eddie offered no objection, and Hagn chose to interpret his silence as assent. Word was passed that Eddie was after the red-headed girl; the field was cleared for him, and the gang awaited the outcome of his still hunt.

This was in itself a tribute to Eddie's increased importance as a member of "Hagan's mob. The red-haired girl was a newcomer in the nieghborhood. She worked as a chocolate-dipper in a cheap candy-factory and lived with her mother in a two-room tenement. She had a

certain youthful beauty of feature and coloring and an alluring roundness of figure that malnutrition and long hours at work had not yet marred. All this made her an object of interest among Eddie's friends.

At Hagan's behest these gave way. Yet Eddie remained miserably inactive. For all his supersophistication, there was a strain of shyness in his make-up. This, rather than any moral sense, proved an obstacle until Hagan, becoming righteously indignant, demanded that Eddie get busy.

"What's the matter?" he demanded. "What you hanging back for? Are you waiting for her to make love to you?"

Eddie swallowed hard and tried to find words to answer. Before these came, the red-haired girl appeared. She walked with rapid, nervous step, her eyes watchful, as if she knew of the net being woven for her entrapping.

"There she is now", said Hagan.

Hagan's eyes were hard and compelling. Eddie started forward, though his heart was hammering. The girl cast a frightened glance over her shoulder. Had she turned upon him and faced him, Eddie would have been disconcerted. But when she fled, some lesion within him snapped; he forgot his shyness and obeyed an age-old impulse.

The girl ran well, though hampered by her skirts, and she had all but gained the doorway that led to sanctuary before Eddie captured her. The zest of the chase was still on him, and he held her fast. He was a little breathless and vaguely exultant. She struck wildly at him with her small fists. Suddenly the girl paused, and her gaze passed beyond him. The next instant, some one gripped Eddie roughly by the coat collar and gave him a vigorous shake.

Eddie wriggled free, and turning, faced the interloper. He was no taller than Eddie, but broader and sturdier, plainly the product of a different environment. Eddie, however, wasted no time in gathering impressions. He struck out wildly, furiously, but without avail, until a straight left having come in violent contact with his eyes, his nose and his mouth, a heavy right landed squarely on his chin and took him off his feet.

Eddie sat up and considered the advisability of rising.

"Had enough?" suggested his vanquisher smiling pleasantly.

Eddie's eyes were bruised and the taste of blood was in his mouth He was beaten and grudgingly admitted it -- with mental reservations. As he walked back to where Hagan waited, a cynical smile about his thin lips, Eddie swore he would "get that guy".

"That's one of the high-brows that hand around the settlement house nights", said Hagan, eying Eddie satirically. "His name's Hollis"

"I'll get him", said Eddie, almost sobbing. "Leave 'im to me; I'll get him."

"Sure you will", commented Hagan sardonically. "Even if you have to go to the chair for it!"

A chill crept down Eddie's spine. "There's an automatic in old Berger's window", went on his tormentor. "Get that and I'll believe you intend to make good."

And Eddie knew that there was only one way in which he could save his face.

At nine o'clock that night he waited outside the settlement-house. In spite of the soft south breeze, which made the April murk as warm as June, he shivered as he stood in the shadow, his back to the

board which announced the topic of the Sunday evening service. The big letters were legible even in the dusk:

"THE TEMPLE OF THE SOUL"

The settlement was reached by a flight of a dozen stone steps illuminated by a grimy electric bulb. Eddie kept his eyes fixed on these. His cap was pulled down over his eyes. One hand, thrust into his trousers pocket, gripped the gun.

People were continually passing in and out of the doorway. Whenever one emerged, Eddie's body became tense and his heart beat suffocatingly. The hope that Hollis was not inside lurked in his consciousness, unauthorized and unrecognized.

"I'll get him", he murmured, striving to renew his flagging purpose.

At that moment, Hollis came out. He paused for a moment under the light with a glance in either direction. Then he descended the stairs and with a quick, certain stride, began to walk westward. He passed within two feet of Eddie, casting a curious glance at him.

In spite of a recurrence of the shivering, Eddie managed to draw the automatic. Miraculously, the street seemed to have cleared itself for his purpose; there was not a witness in sight. The back of his adversary presented an easy target. But as Eddie attempted to take aim, he made a discovery.

He had a yellow streak.

Hollis passed out of sight, unharmed. Eddie slipped the gun back into his pocket and slowly retraced his steps toward his usual haunts. As he walked, he sought instinctively for rehabilitation in his own eyes.

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"I'll knock his block off. I'll beat him up until he croaks," he promised himself passionately. A fantastic compromise, but Eddie clutched at it. It served to cloak his "yellowness" from himself -- and the gang.

The possibility that Hagan would refuse to accept the explanation -- perhaps cast him off, confronted him. But Hagan, whom he found in Sullivan's saloon, seemed ready to believe him.

"I'd 'a' shot him, myself," he said. "No man ever laid hand on Hagan and got clear. But if you want to beat him up instead, go to it. Mike O'Donnell" --- Hagan's lips flickered briefly -- "is your man. He'll make a boxer of you in no time."

As has been said, Hagan had humor. The thought of Eddie under the tuition of Mike O'Donnell amused him.

Left to his own devices, Eddie would have delayed action, battening his pride with threats until it became normal once more. Hagan however, kept at him until he found himself actually mounting the stairs to Mike O'Donnell's studio. It was located over a saloon. On the East Side, saloons then took the place of clubrooms, hotel foyers and even offices in which to transact business, and they abounded and flourished accordingly.

Mike O'Donnell was a broken-down pugilist who taught boxing. His dream was that some day a boy would enter the door whom he might make a champion. For Eddie he had exactly as much sympathy as a battered old bull dog (to which he bore a startling resemblance) has for a rat. When Eddie persisted, he countered by feeling the applicant's muscles with a relentless vigor that made his victim wince. At that Mike laughed without mirth.

"Ye haven't the muscle to hurt a gur-rl", he said, his battle

scarred eyes scornful. "Me sister's son Mickey, who's just after turning twelve, could lick ye with one of his hands tied behind his back."

Eddie colored. "All I want fer you to do is to show me how to hit. See!" he said sullenly.

"And he wants to hit!" commented Mike ironically. "What wid? Look here: if ye had as much science as Jim Corbett in his palmiest days, ye'd be as good as a round of thim blank cartridges in a cop's gun. It ain't enough to know how to hit; ye've got to have something to hit with. Git that?"

"You won't teach me?"

"It's a gymnasium ye need; not a boxing teacher. If ye were a boy of mine, which the saints forbid, I'd put ye at the chest-weights and keep ye there if I had to lick ye ivery twenty minutes. Get some muscles on your ar-rms before you waste me time."

This was final. Eddie withdrew with such dignity as he could muster. But as he retreated down the stairs, he glowered. No muscles? Little Mickey could lick him, could he? The taunts stung him. He made many rash promises as to what he would yet do to people, like young Hollis and Mike O'Donnell.

In the years he had lived, the idea of self-development had never entered Eddie's head. Now he considered it as inter-woven with a searing desire for vengeance. The thought of a bar-room fight which one of the older men had described flashed to mind. The hero of this epic was an imported election day thug who became engaged in dispute with a longshoreman who questioned his vaunted prowess. Whereupon the thug proved his right to renown by battering his inquisitor to the floor and there kicking him to death.

This inspiring picture reeled itself off before Eddie's inner vision with satisfying detail. Only it was he who played the part of the hero with young Hollis -- or Mike O'Donnell -- as the victim.

Hagan demanded a report. "He told me to go to a gymnasium", said Eddie sulkily.

"Well", observed Hagan with cold eyes. "if I was you, I'd do something and do it quick. They're saying you're a fourflusher and a false alarm. Pretty soon they'll be pasting you one just for fun."

Hagan let that sink in. "I'll have nobody working for me who has a yellow streak."

Thus was it made clear to Eddie that his prestige, even his livelihood, was menaced. He told Hagan, passionately, that anybody who tried to paste him would "get his block knocked off".

"But if Mike O'Donnell wont --"

"I'm goin' to the gymnasium", Eddie cut in.

Hagan eyed him reflectively. "Well, we'll see", he commented.

After that there was but one course open. Eddie went, not without misgiving, to a municipal gymnasium, where he was advised to purchase a gymnasium suit and present himself to the physical instructor.

The physical instructor was a political appointee, but he had a passion for his profession. His name was Erskine. He was tall, lithe and broad-shouldered. Every movement he made set muscles rippling. The sight of Eddie shivering like a shorn lamb in athletic suit and drawers filled him with joy. Here was work for his experienced hands. Eddie's undeveloped arms and narrow chest were not merely neglected bits of human mechanism to him; they were possibilities.

"We'll have you fit as a fighting cock before long", he promised

with enthusiasm, and the stock phrase fell for once on grateful ears.

Sticking to a thing had never been one of Eddie List's virtues. But now he had the sense of being impelled by an inexorable force. The gang, while suspending open comment, sneered covertly. Eddie began to avoid them, and this strengthened Erskine's hold on him. Erskine was lavish with encouragement; he spoke admiringly of Eddie's improved condition; and then, having sugar-coated the pill, he put him back at the chest-weights once more.

This was pure drudgery, from which Eddie's every muscle rebelled. But basket-ball, at which Erskine soon gave him a chance, was another thing.

At the age most boys begin to take an interest in baseball, Eddie had been selling papers -- and shooting craps. The challenge of physical contest was new and a bewildering sensation. The greater part of that first game he played uncertainly and poorly. Once, however, toward the end of the second period, he found himself close to his opponent's basket, with the ball restigg, miraculously, in his hands.

"Shoot!" shouted his team mates as he hesitated.

Eddie threw the ball just as the member of the opposing team crashed into him. He almost fell, but he kept his eye on the ball. It hung, interminably it seemed, on the edge of the basket, before it finally flopped in.

In the gallery were several girls, sweethearts or sisters of the frequenters of the gym. One of these clapped her hands vigorously Eddie glanced up and she blushed. He immediately dropped his eyes and trotted back to his position. But he had conceived a new ambition. He would become a member of the regular basket-ball team!

In all this time Eddie had never set eyes on the red-haired girl. She and her mother had left the two-room tenement over Sullivan's the day after he had chased her. Nor had chance brought him into contact with Hollis. Accordingly the motive behind all this preparation might have been forgotten in the flux of new experiences and emotions, if Eddie hadn't had Hagan at his elbow.

Hagan was becoming impressed in spite of himself. A vengeance so long delayed and achieved only with such effort was difficult to understand, but it had picturesque elements. And there was no overlooking the change in Eddie.

"All I ask is that you tip me off when the time for the beating up comes around", he said. "I want to be there."

That same night Eddie surprised Erskine with:

"Do you think I could learn to box? Have I got anything to hit with?"

Erskine, with no inkling of Eddie's purpose, took joy in this new evidence of progress.

"I'll start teaching you to-night", he promised.

The first lessons were discouraging. But as time went on, Eddie learned to smile when the blows came hardest and fastest -- and to give as well as to take. And there came a joyous night in August when he pushed Erskine to the limit, as the latter was quick to admit.

"You know all I can teach you", Erskine said. "That last one was a lallapalooza."

It was on that same night that Eddie saw the red-haired girl again. As he walked homeward, still glowing from his shower, she passed him. She had, as the light of an electric arc revealed, grown thinner

and seemed to have less color. The light, coming from behind Eddie, kept his face in shadow. She did not recognize him, and for that Eddie was thankful.

Somehow the thought of their first encounter was tinged with shame. He could not have explained this; for though he knew that he had broadened and that his cheeks were no longer pasty, he did not realize that the change in his physical condition had been accomplished without other changes no less decided.

It was just before ten; the sidewalks were as yet unencumbered by the throngs that the moving-picture houses would soon pour forth. Eddie walked along a few steps and then paused irresolutely in front of a brilliant show-window. He felt a desire to follow the red-haired girl, to explain something not intelligible even to him. But the old shyness was heavy upon him.

His inspection of the show-window was only superficial; he glanced self-consciously in the direction she had gone. At that instant a man stepped out of the shadow in front of her. As she attempted to pass around him, he caught at her wrist.

The speed and ease with which Eddie covered the intervening yards were splendid testimonials of Erskine's efforts. He did not recognize the red-haired girl's tormentor until he had swung upon him. As his fist was traveling toward its destination with all the force and snap he could muster, it was too late to stop it, even if he had a desire to do so. However, he had no such desire.

Nevertheless, he was launched on serious business. His adversary was a slim, wiry young Italian name Gazone. He was known, in the underworld, to have been responsible for a particularly brutal murder

which had furnished agreeable diversion for everyone except the victim (a well-known sneak thief) and his friends. Several of the latter had threatened to avenge the dead many but had shown no undue alacrity in setting about the task.

The blow was another lallapalooza. It took Gazone off his feet, but he came up quickly, and Eddie caught a glimpse of a weapon that chilled his spine. It was a banana-knife. Incidentally, it had been with a banana-knife - perhaps the same one - that Gazone had committed the particularly messy murder.

Eddie didn't stop to think twice. He simply shot his fist out once more, and Gazone went down again, the knife slipping from his grasp and clattering across the sidewalk. Eddie pounced upon it and then turned back to the Italian. The latter was rising slowly this time, and warily. Then suddenly he stood up and ran. At the corner, however, he stopped and, waving his fists, volleyed threats at Eddie.

As for the red-haired girl, fearing the issue of the battle, perhaps, or perhaps having as little faith in her champion as her assailant, she had already fled. Eddie stood for a moment, considering the banana-knife. "Anyway," he thought, " he won't stick me with this one."

Nevertheless, he was not unconcerned. He knew that the Italian had promised to "get" him. And that meant either a knife or a shot in the back.

Any lingering hope that Gazone would "forget it" was dispelled the next day. Gazone had spread the news of the attack broadcast, adding that nothing less than Eddie's sudden demise would satisfy him.

"What did you want to butt in between him and the dame for?" demanded Hagan. "That guy's a bad un."

"He had it coming to him," said Eddie, his jaw tightening.

Hagan stared at him. "Well," he said finally, "It's YOUR funeral, but if you'll take my advice you'll beat him to it. But lay low to-day. I'll need you to-night."

This meant that Hagan had a job for Eddie, and Eddie acquiesced. He felt no more compunction against aiding in removing a roll from some well-dressed gentleman's picket than that same well-dressed gentleman might have in aiding in milking a corpora-

tion. At midnight he was in the subway at Forty-second Street. Near him were Hagan and Maxon, the "stall".

The three stood apart. Eddie, apparently intent on the sporting page of his final extra, actually had his eye on Hagan. The latter had his extra too, but his interest in it was not undivided, for as a portly man, in whose extreme tie there glittered a big, showy diamond, came through the stile escorting a showily dressed woman, Hagan gave an almost imperceptible nod toward the newcomers.

Eddie moved up. A local stopped, and the fat man boarded it, with Eddie, Hagan, Maxon just behind him. The train was crowde; they all clung to straps.

"Y'see," Eddie heard the fat man say, "y'ought to have let me call a taxi."

"Gee," said his companion, "I aint one of them dames that want a guy to spend his roll every time he takes me out."

The fat man beamed approval. "You're about the savin'est doll I've run into this side of the Rockies. I tell you what, it isn't often a chap runs into a girl like you. Now ---"

The train canted sharply. Eddie, running true to form, lurched agains the victim. As he did so, Hagan's facile fingers secured the scarfpin. Eddie had performed his part so many times, without being implicated, that all sense of danger had left him.

"Ugh," grunted the fat man with a laugh, and Eddie saw his fingers go mechanically to his tie. His expression changed swiftly; he glanced at Eddie and then laid violent hands on him. "Thief!" he bellowed. "Thief!"

For the first time in his experience Eddie was called upon to play a part in which Hagan had repeatedly rehearsed him. All that he need do was to keep his head. The scarfpin had already passed from Hagan's hand to that of Maxon, and the latter, moving toward the end of the train, was in readiness for the next stop. Even if Eddie were arrested and taken to the station and searched, there would be no evidence against him.

This fact Hagan had drilled into Eddie's mind. But Eddie's mind was not functioning. His heart gave a frightened leap, and he struggled, with incriminating energy,

to break his captor's hold. An instant later he saw Hagan sidling away with a glance in which disgust and fury were blended. At that Eddie remembered and subsided. But the damage was done.

Passengers had risen from their seats; there were loud demands for a policeman. A pert girl with an enameled nose assured the fat man that she "seen him take it with her own eyes."

In the midst of the commotion Eddie heard a familiar voice break in: "There is a mistake, I am sure. I know this man well."

The fat man turned around without relaxing his grip.

"The Man whotook your scarfpin was a little chap with a face like a ferret," continued Erskine. "I saw him distinctly."

At that the "savin'est doll" cut in: "Don't you let him go, Mr. Jameson," she advised. "This other guy is probably just a 'complice." She turned to Erskine and added: "Why did this guy" -- pointing to Eddie - "try to get away if he was innocent?"

Erskine took up the charge, addressing not her but her companion.

"If somebody suddenly laid hands on you and called you a thief, wouldn't you put up a battle?" he asked. "That he did so is proof that he's innocent. As a matter of fact, you're laying yourself open to a suit for damages, if you only knew it."

The fat man's expression changed. He let go of Eddie's coat. But: ""If you saw the man take my pin, why didn't you nab him," he blustered.

"I wasn't close enough, and he's probably at the other end of the train by now. I'd know him again, though. Here's my card --"

The fat man took it hesitatingly, and then at Erskine's request gave him his own. Erskine glanced at it.

"If I were you, Mr. Jameson," he said, "I'd notify the police at once. I tell you what you do; we'll get off her and get the nearest station-house on the line, and I'll talk to the man at the desk. I know most of them in this part of town."

This the fat man decided to do. He left the train, followed by his still skeptical compantion. In spite of himself he was convinced when Erskine spoke to the sergeant who answered the call and asked that the robbery be closely followed up. But the "savin'est doll" stood to one side, nose in the air and one foot tapping the platform.

"All I got to say," was her parting shot, addressed to the fat man but aimed at Edd e and Erskine, "is that it's probably true the perlice stand in with the crooks."

Erskine smiled at Eddie. "Let's go up to the street," he suggested, "I'd like to talk with you."

They had reached the sidewalk before he spoke again. "Of course we'll have to get the pin back to him," he said abruptly.

It took Eddie bu surprise. Erskine's intervention had been timely, and he had believed it was gratuitous, assuming that Erskine, if he knew his part in it, had merely done for him what he would have done for Erskine, without thought of the moral element the action involved.

"It's the only decent thing under the circumstances," pleaded Erskine.

Eddie's perturbation deepened. Hagan, of course, would never surrender the scarfpin, at least not without a battle. He also knew that any attempt to coerce him into doing so would result in himself being black-listed by the gang. He depened upon Hagan for his livelihood. If he broke with Hagan, it would be useless to seek for similar work, because a crook has no use for a man discharged for honesty. In a crook's business one such slip is fatal.

It would be equally hopeless to search for honest work. He could hardly refer to Hagan as his last employer.

As they turned off Broadway, on a darker, less crowded street, Erskine broke the silence. Placing one hand on Eddie's shoulder he said persuasively:

"I want you to be square, Eddie. All I ask is that you go to Hagan and ask him to give the pin to you. If he wont - well, we'll have to figure out some other way of getting it."

This, Eddie knew, was not as simply as Erskine seemed to think. Yet he felt a desire to meet Erskine's expectations. So ;

"I'll try," promised Eddie huskily.

"I know you would, " said Erskine. There was a brief silence before he added casually: "I've got a chance to take on an assistant, Eddie, and I've had you in mind."

Eddie stopped short and stared at him. "Me?" he exclaimed, frankly incredulous.

Erskine nodded. "It's only fifteen a week to start, but -- "

"I'll get the pin," Eddie broke in. That was all, but it seemed to satisfy Erskine.

Eddie knew Hagan's haunts. At one o'clock in the morning he halted the pickpocket as the latter was about to enter his favorite saloon.

An electric stree-lamp shed its light upon them.

"I'm through with you," said Hagan.

"Not yet you aint" retorted Eddie, equally grim, "I've come for that rock you lifted."

Hagan smiled derisively and started into the saloon.

"Look here," said Eddie sharply. "You gotta come across. Get me?"

Hagan turned, his face menacing. "What do you mean?" he snarled. "You know what happens to squealers."

Eddie knew. "I aint goin' to squeal," he said. He stretched out his hand. "You've got it with you - comex across."

Hagan eyed him in amazement. Then suddenly he reached into his pocket and brought out the scarfpin.

"Take it - and take what's coming to you," he said

In his voice there was a peculiar note that made Eddie glance up at him. The pickpocket's eyes were focused not upon him but beyond him. Eddie swung about. As he did so, Hagan leaped sideways into the shelter of the barroom entrance.

Under the arc-lampt, the light picking out the nickeling of the revolver

he carried, stood Gazone. Before Eddie could move, he fired.

At the first shot, Eddie fell. The firing continued until Gazone had emptied the magazine in a furious fusillade. Thennhe made his get-away through a door providentially (or otherwise) opened.

There had been men clustering on the curbings, and women squatted in doorways or hanging over fire-escapes. By the time the last shot rang out, the vicinity had cleared. There was no murderer in sight, no witnesses even - save one. And she was a red-haired girl.

To those who peered through closed blinds it was apparent that she was mastering a desire to flee as she crept toward the spot where Eddie list lay. She had almost reached him when she stopped, her hands pressed to her heart.

"Oh-h!" she gasped as Eddie, satisfied that Gazone had gone, rose.

"Who let you in?" he asked jauntily.

"He - he lives below us," she stammered, wide-eyed and piteous-lipped. "He said he - he was going to get you for - for " She stopped abruptly. "I was going to warn you - "

"Aw," said Eddie, "them wops can't shoot. He'd ought to use a knife."

He paused, suddenly grown shy. He had become conscious of her - conscious of her eyes glistening under her emotion like violets under dw, of her lips quivering like poppies agitated by the wind, of her small straight nose, with its network of freckles.

"Did you think I'd kicked in, kid?" he asked finally.

"I - I thought he'd killed you."

At that something new and vital surged within him, something as strange as it was new, and upon the impulse it provided, Eddie List acted.

"Wot's your name, kid?" he asked huskily.

Her eyes searched his and then lowered.

"Mamie Dougherty," she answered.

"Can - can I see you home?"

She nodded without raising her eyes.

And Eddie knew and Mamie Dougherty knew that moment that she no longer had cause to fear him.

When Mamie shuddered and spoke fearfully of what Gazone might still do to him, all Eddie said was:

"Aw, I guess he means all right." And then, returning to the only thing in the world that mattered: "I'm coming around to-morrow night."

But she was still fearful. "Supposing he -- "

"Forget it," said Eddie. "I've got that guy's number. If he comes around pestering you, you tell him that you're -- you're my girl --" Eddie paused to see if the heavens would fall, but they didn't. "And if he don't leave you alone, he'll think the Woolworth Building is fell on him. All at once! See?"

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REINCARNATION OF EDDIE LIST.

(Synopsis.)

Eddie List, a moral weakling, is a member of a gang of pick-pockets who work under the direction of an expert criminal named Hagan. It is Eddie's simple duty to jostle the intended victim while Hagan "lifts" the booty and passes it to another member of the gang. A murderous Italian named Gazone is one of the gang and the only member who occasionally questions Hagan's Czarlike authority.

Eddie lives in an East-side tenement with his widowed mother, and is far from being a good son. The play opens with Eddie sleeping off the effect of the previous night's dissipation. His mother arouses him for a noon breakfast, which is interrupted by a messenger from Hagan, the pick-pocket. Eddie is wanted. His mother beseeches him to give up evil companions. Eddie gruffly refuses and his mother tells him never to come back if he goes out this time. He goes.

As he draws near the place of rendezvous, he is seen by Mamie (our heroine) who notices that he physically resembles the hero of her favorite paper-back novel. Eddie finds the "gang" waiting for him in a saloon which secretly persists in spite of prohibition. There with other members of the gang he rehearses the part he is to play in the crime Hagan has in prospect.

Later, as the gang loafs before the saloon door, girls who work for some of the members turn in their earnings. Mamie passes on an errand for her invalid mother and catches Hagan's attention. Hagan tells Eddie he ought "to have a girl working for him" and points out Mamie. Eddie hesitates, but under the jeers of the gang approaches Mamie. Mamie is frightened and starts to run. Eddie loses his head and starts to pursue her, catching her in the doorway of her tenement. But the episode has been seen by Hollis, a settlement worker, who rescues Mamie from Eddie and coolly knocks Eddie down when the latter tries to resist.

According to the ethics of the gang, who have witnessed the affair, Eddie has received an insult which he can only repay by killing the insulter. Eddie buys a gun of a pawnbroker and lies in wait for Hollis. A "murder-car taxi" driven by a member of the gang is drawn up nearby the curb to help Eddie to a quick getaway. Hollis has called on Mrs. List to apologize for knocking Eddie down, and his whereabouts have been reported to Eddie. As he comes out of the building, Eddie tries to shoot him, but somehow he cannot bring himself to do murder. In trembling disgust he throws away his gun, while the unsuspecting Hollis walks away in safety.

Hagan and other members of the gang who have been witnesses jeer at Eddie for his "yellow" streak, but Eddie announces that he will kill Hollis with his bare hands. This assertion draws loud laughter.

Mamie, hurt and disillusioned, tries to forget Eddie and to burn the book which describes him, but is unable to quite do either.

Eddie calls on a prize-fighter and asks to be taught the noble art, as a means to killing Hollis and saving his own face.

The prize-fighter however refuses to have anything to do with him. He is too poor a physical specimen. Eddie in desperation decides to become an athlete and goes to a Settlement Gymnasium, where he finds his prospective victim, Hollis, in charge. Eddie is somewhat taken aback, but decides that he rather likes the irony of the situation. He will let Hollis train him until he is able to half murder his trainer. Eddie joins an awkward squad of embryo athletes, whose evolutions may furnish a touch of comedy.

Hagan, the pick-pocket, and his right bower, Gazone, are pursued one night by policeman, and in their flight slip into the yard behind Mamie's tenement, and finally are driven to climb the fire-escape to escape the searching policeman. The policeman finally goes away, but as Hagan and Gazone rise to go down the fire-escape again a light appears in the window close to their faces. Inside, Mamie is starting to go to bed. She soon sees the two villainous faces gazing in at her, but not before both Hagan and Gazone have privately determined to gain possession of her.

Eddie is much fascinated by a wonderful bag-punching athlete of the gymnasium and starts to learn bag-punching.

Mamie is approached by Hagan, but Gazone, who has been lying in wait for her himself, interferes, and in a quarrel between the two Mamie is rescued by Mrs. List.

Eddie's health shows much improvement; he is coming on with his training.

Mamie is walking with her baby brother when the child runs into the street in front of a track, to be rescued in the nick of time by Eddie. Mamie commences to fall in love with him. E

Eddie is called before Hagan and told to have nothing to do with Mamie; that Hagan wants her for himself. Hagan also tells Eddie that they are going on a little pick-pocketing bee. Eddie, somewhat regenerated, wishes to refuse but remembers that his landlady is pressing him for money and has to consent. The gang works in the lobby of a theatre, but the victims discover their loss too soon, and Eddie, who has jostled them, is arrested for the act Hagan perpetrated. Hollis and Mamie, however, are witnesses, and on their testimony Eddie is freed in Police Court. Afterwards, Hollis shows his knowledge of the crime and tells Eddie he trusts him to get the pin back. Rather to his own surprise, Eddie promises to do so, and later he forces Hagan to return the pin. Hagan has a masterly scheme for at once getting rid of Gazone, who is growing insubordinate; of Eddie, whom he has grown to hate; and of getting possession of Mamie. He will work on Gazone until Gazone murders Eddie, and then Gazone will be sent to the chair and Mamie fall naturally into the villain's clutches.

Gazone, drunk, insults Mamie. He is seen by Eddie and beaten up. Hagan uses the incident to incite Gazone against Eddie. Hollis, much pleased with Eddie's progress, offers him a job as his assistant. Eddie in his joy takes on the prize athlete and beats him. Hollis rigs out Eddie in clothes suitable to his new station. Eddie starts to bring the glad tidings to Mamie.

Gazone lies in wait for Eddie in front of Mamie's tenement. Hagan drives up near the same spot in the murder-land with the intention of kidnapping Mamie. They see Eddie come loitering along the street, pausing to buy flowers for Mamie. The newsboy has looked for Eddie to warn him and has run up to tell Mamie. As Eddie approaches his lady-love's door, Gazone

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REINCARNATION OF EDDIE LIST.

CAST OF CHARACTERS:

EDDIE LIST, a weakling member of a gang of pick-pockets.

MAMIE, a beautiful daughter of the tenements.

HAGAN, leader of the gang, and a professional "dip" - a smooth crook whose orders are law.

THE WOP, a knife-and-gun-man, an occasional member of Hagan's gang, a man with a record of murder, passionate and vindictive, less afraid of his Chief than the rest.

HOLLIS, an upstanding likeable young athlete whose hobby is settlement work and decence gained by the Physical Culture Route.

MRS. LIST, Eddie's mother, a wash-woman with a personality, a motherly character but a strong soul; stout but attractive, not burlesque (or could be played as a little grey-haired battling mite of a woman.)

MAMIE'S MOTHER, an invalid.

MAMIE'S BABY BROTHER, a child two or three years old.

TIM, a newsboy, a tousle-headed, hawk-eyed street Arab.

TAXI DRIVER, a member of Hagan's gang.

A FAT "GENT"

" "GENT'S" LADY FRIEND.

A FUSSY OLD LADY.

MEMBERS OF HAGAN'S GANG. (2)

A TRUCK DRIVER; POLICEMEN: POLICE COURT JUDGE: WONDERFULLY DEVELOPED ATHLETE: BARTENDER: PRIZE-FIGHTER WITH CAULIFLOWER EAR: FIGHTER'S SPARRING PARTNERS: FAT BOY (fatter the better) AND MEMBERS OF HOLLIS' SETTLEMENT GYMNASIUM CLASS: AN IRISH WOMAN (vis-avis neighbor of Mrs. List); SUBWAY TYPES, PEOPLE IN THE SLUMS, PUSH-CART MEN, WOMEN OF THE STREETS (4); etc.

(W.HASTINGS.)

THE REINCARNATION OF EDDIE LIST.

Scene:	Set:	
" 1	" 1	(Kitchen in New York tenement.) Mrs. List, a stout motherly woman, is on her knees with her back to the camera. She is finishing scrubbing the floor. She gives a final dab, and gets ponderously to her feet, painfully straightening out the crick in her back. She goes to a door at the side and listens, and mournfully shakes her head. She is depressed, but from long habit makes a determined effort at cheerfulness. She glances at the clock over the stove. It is almost noon. She crosses to the window and opens it, leaning out across some tomato cans full of geraniums that are set on the fire-escape, together with a covered dish and a half-empty bottle of milk.
" 2	" 2	(Shot showing the narrow stretch of aerial back yard between two tenement houses.) In the window five stories from the ground, Mrs. List is seen leaning out and pulling in a clothes-line strung on a pulley from window to window. From the window opposite her appears a good-natured face, - that of an Irish-woman.

Sub-title: "GOOD-MARNIN' TO YE, MISSUS LIST! DID YER YOUNG LIMB O' SATAN COME HOME AT ALL, AT ALL, LAST NIGHT?"

Mrs. List pauses with her arms full of wash, and takes a clothes-pin out of her mouth to reply.

Sub-title: "'DEED AN' HE DID, AN' I'LL TROUBLE YE TO SPEAK NO HARM O' EDDIE!"

She struggles back through the window with her arms full of wash.

" 3	" 1	(Kitchen in List tenement.) Mrs. List drops the clothes in a wash-basket, and raising her apron to her face brushes away a tear. She glances again at the clock, and crosses again to the closed door.

This time she knocks loudly.

" 4 "3 (Eddie's room off the kitchen.)
The room is in great disorder. On the rickety bureau lies a little pile of money and two gold watches. A heap of clothes lies on the floor, and Eddie's shoes have been carefully hung on the clothes-pegs above them. It is evident that Eddie has come home soused. The room is a poor and narrow one. On the iron cot bedstead is a mound of disordered clothes. The door is vibrating under Mrs. List's thunderous summons. The heap of clothes on the bed stirs slowly, and then rises a foot or so. Finally Eddie sticks a cautious eye outside, trying to see if it opens and shuts all right. He tries to pull the clothes again over his head, but realizing that the knocking will continue he throws them off and sits up in bed, holding his head with both hands. He is partly dressed, and his bosom is adorned with a lavender-flowered silk dickey. He reaches out of bed, and grasping his trousers pulls them on and struggles to his feet. As he glances about the room, his eye falls on the pile of money and watches on his bureau. A look of memory passes across his face, giving way to one of sly and furtive caution. He stuffs the money in his pocket and hides the watches under a loose board at the bottom of his bed.

" 5 " 1 (Kitchen in List tenement.)
Mrs. List listening at the door hears that Eddie is stirring and with a sigh of relief she goes about preparing the meal, moving pots upon the stove and getting the bottle of milk from the fire-escape.

" 6 " 4 (Back room of a slum saloon.)
A tough-looking Italian (Gazone) a typical East Side and gun-man. He is sitting at a table with two others of his kind; he is the hardest-looking of the three. There is a knock at the door. At a gesture from Gazone, one of the other boys rises and goes to the window that leads to the front bar, (where the bar-tender is serving a dwindled custom with soft drinks.) He calls through to the bar-keep, who sticks his brutal face through the little window. The thug motions with his thumb towards the door. The bar-keep goes to the door and opens it a small crack, while the thugs at the table move their drinks from the table-top to a shelf below it. The bar-keeper peeps through a crack, and speaks to the boys over his shoulder.

Sub-title: "IT'S HAGAN."

The door is opened far enough to permit Hagan to enter. He comes across to the others with the light cat-like swagger of a prize-fighter. He is dressed in the extreme of fashion, with an exaggeration that would be burlesque were it not for his neatness and evident power. The others rise to meet him, with the eagerness of courtiers. It is evident that he is a person of much importance. One of the younger boys has the temerity to slap him jovially on the back. A cold and sudden passion sweeps across Hagan's face, and he strikes him. The boy takes the blow as a just rebuke, while Hagan stands scowling at the group. Hagan evidently misses someone from their gathering.

Sub-title: "WHERE'S EDDIE?"

The two American boys laugh, while the Italian lightly shrugs his shoulders. Hagan crosses to the door by which he has just entered, and opening it a little reaches outside.

" 7 " 5 (Exterior - door of "Family Entrance" of saloon.)
A ragged boy is slouched against the door-jamb, counting his day's profits on newspapers. He slips the money into his pocket. As soon as his hand is withdrawn, Hagan's white hand slips in, is instantly withdrawn through the door, and almost as suddenly dashes out again grasping the boy curelly by the shoulder. The boy is yanked through the open door.

" 8 " 4 (Back room of slum saloon.)
Hagan sets the frightened boy on his feet.

Sub-title: "SHOW US HOW MUCH YOU MADE THE DAY, KID."

The boy puts his hand defensively into his pocket, and then terror dawns on his face as he finds his savings gone. Hagan's mask-like face is slit with an instant and fleeting smile. At the table, his followers laugh appreciatively.at Hagan's cleverness and the boy's bewildering tragedy. Hagan stretches out his hand, and pours back into the boy's hands the little heap of dimes, nickels and pennies. He reaches into his own pocket and pulls out a plethoric roll of bills. Peeling a dollar off, he hands it to the amazed boy.

Sub-title: "KNOW EDDIE LIST? TELL HIM HAGAN WANTS HIM."

The boy, with his eyes still wide with worship and wonder, starts towards the door. Hagan speeds him with the pantomime of a swift unfinished blow. As the boy ducks, the sychophants laugh.

" 9 " 3 (Eddie's room off kitchen.)
Eddie is seen washing his face, or rather dabbing experimentally at it with very little water. The door opens and Mrs. List sticks her head into the room.

Sub-title: "DINNER'S WAITIN', EDDIE!"

Eddie turns to her with a snarl and picks up a towel. He looks about the floor inquiringly. His mother looks at Eddie's feet - he still is stocking-footed. Without a word she comes into the room to help him look for his shoes. She looks under the bed, and not seeing them there, gazes rather helplessly about. At last she sees them where his clothes should have been. Shaking her head sadly, she gets them down and hands them to her son. Eddie snatches them from her in surly fashion, and slips them on without attempting to lace them, staggering and swaying a little as he stands on one foot to do so. With a final glance to see if his bureau is clear, he follows his mother.into ---

" 10 " 1 (Kitchen - List tenement.)
He sinks into the place set for him at the table, and reaching for the pitcher drinks three glasses of water, one after another. His head still troubles him. His mother puts a plate of food before him at the table. He picks at it but cannot eat, and pushes it disgustedly aside. His mother starts to ask him where he was last night, but he puts his hands over his ears and sinks his elbows on the table - the picture of surly gloom. The door into the hall opens and the street urchin appears. Mrs. List puts her hand to her heart apprehensively. The boy has unconsciously assumed something of Hagan's swagger. He ignores Mrs. List and speaks to Eddie

Sub-title: "HEY EDDIE, HAGAN WANTS YOUSE!"

Eddie glances guiltily at the clock. It is quarter of twelve. Without a word, Eddie stoops hastily and starts lacing his shoes. His mother crosses to him and lays her hand on his shoulder, pleadingly. He tries to shrug it off, but she holds it tighter. He gets up, and jerking angrily away, finds his hat and starts towards the door. His mother blocks his way.

Sub-title: "OH EDDIE, DON'T! IF YE LOVE YER POOR OLD MOTHER, HAVE NO MORE TO DO WITH HAGAN'S GANG -- THEY'RE A BAD LOT, THE WHOLE OF THEM!"

Eddie tries to push her away, but she clings to him. He reaches up and takes her hands down from his shoulders, throwing them aside with a sudden violence. Mrs. List stands surprised for a moment. She is hurt and angry. This is too much. She makes a tragic resolve.

Sub-title: "YE'RE A BAD SON, EDDIE LIST! IF YE GO THROUGH THAT DOOR TODAY, YE'RE BAD ENTIRELY, AND NEVER DARKEN IT AGAIN!"

Eddie is surprised and somewhat shocked. He pauses in a weak indecision, glancing from his mother to the waiting urchin. The boy who has been watching with great interest snickers at Eddie's indecision --- which brings Eddie's indecision to an end. He brushes past his mother and follows the boy, aiming a kick at him to relieve his feelings. As they go out, Mrs. List starts mechanically to pick up Eddie's untouched dish.

"11 " 6 (Tenement stairs.)
As Eddie clumps down the stairs, he meets another young man coming vigorously up.. This is young Frank Hollis, a settlement worker, a clean upstanding fellow, full of good works and all that sort of thing. He stops Eddie with a hand on his arm to ask him to join the gymnasium class he is forming in the district, but Eddie's nerves are jerky this morning. He tries to get away, thinking that Hollis is a plainclothesman.

Sub-title: "HONEST MISTER, I AIN'T DONE NOTHIN'."

Hollis laughs and shows him the list of names he is getting. Eddie, disgusted, shakes him off. Hollis looks after him as he goes down the stairs. Hollis starts to climb further in search of other youths he may enlist.

" 12 " 7 (Street in slums)
Eddie is seen walking fast.. He realizes that he is late. From the other direction, comes a girl, Mamie McCulloch. She is walking slowly, absorbed in a paper-covered book. Eddie is walking with his head down, and does not see her. They collide and back away from each other. Each steps aside, in the same direction, to let the other pass. The performance is repeated - and then a third time. The girl blushes and laughs and stands still while Eddie angrily strides by her. As Eddie disappears, Mamie turns to watch him. She glances down at the book in her hand, where her finger keeps the place.

" 13 " INSERT of page of book giving romantic description of hero that may fit Eddie.

" 14 " Mamie sighs.

Sub-title: "JEST THE SPITTIN' IMAGE OF PERCY MONTMORENCY!"

Mamie sighs again, looks after Eddie and resumes her slow walk and the reading of her book.

" 15 " 5 (Exterior - door of "Family Entrance" to saloon.)
Eddie is pausing before the door, straightening himself out, and nerving himself to appear before the tyrant, Hagan. He knocks. The door is opened a little way and Eddie is admitted.

" 16 "4 (Back room of slum saloon.)
One of Hagan's gang has let Eddie in; Hagan is seen lolling in a chair by the table. He shoots his wrist out and looks at his wrist.

Sub-title: "I TOLD YOU TO GET HERE BY ELEVEN."

Eddie tries to apologize, but Hagan advances quietly upon him and stretches him on the floor with a blow. He doesn't even turn as Eddie falls to look at him. He walks carelessly back to his seat at the table. Eddie lies on the floor, beaten and sniveling. Finally he gets to his feet and comes as unobtrusively as he can to a seat near Hagan's table. Hagan now starts rehearsing the younger members of his gang. He has the Italian pose as the victim, and one after another the boys jostle him as he walks down the room, while Hagan picks his pocket and passes the loot to another member. It comes Eddie's turn to play jostler; but as he approaches the Italian - who evidently has no love for him - the latter gives him so fierce a scowl that he shies off and receives a balling-out from Hagan, who commands him to try again. (The scene fades on this rehearsing.)

" 17 "8 (Interior - Mamie's home in the tenements.)
(A poor bedroom which does service as sitting-room.)
Mamie's invalid mother is sitting in a chair propped up with pillows. A baby three or four years old is crying on the floor, but she cannot reach it. She looks sad. The door opens, and Mamie comes into the room. Her book is now under her arm, and she has brought not only the things for supper but also some little gift for the invalid. On her entrance her mother's sad face lights up with happiness, and the baby stops crying and claps its hands. Mamie bustles about, straightening the room. Her mother says:

Sub-title: "I DON'T KNOW WHAT I SHOULD DO WITHOUT YOU, MAMIE!"

Mamie runs to her and kisses her; she seems very gay and happy, and possibly her dodging about in the street with Eddie List, who looked so remarkably like Percy Montmorency, has something to do with it.

" 18 "9 (Street corner.)
Eddie and Hagan and the rest of the gang are seen loitering on a street corner performing those public rituals of toilet common to their kind, i.e., picking their teeth, cleaning their nails and buffing them to a gloss on their palms. They are exchanging pleasantries with the various "skirts" that pass, and one of the gang makes an abrupt

gesture with his head to a certain passing girl, and she comes up to him. He holds out his hand and she puts money in it. Hagan watches the proceeding cynically and turns a cold eye on Eddie, who is trying to be a sport with the best of them.

" 19 " 8 (Int. Mamie's home - sitting-room-bedroom.)
Mamie has tidied things up and gotten her mother's supper almost ready. She picks up a tablespoon, and from the mantel-piece gets her mother's medicine, which is labeled "Three times a day before meals." She starts to pour out the medicine, but there is only a drop or so left in the bottle. She tells her mother she will only be gone a minute, and puts on her hat, taking some money from a little tea-pot on a shelf, she goes out.

" 20 " 9 (Street corner.)
Eddie's mother comes along the street. Eddie sees her, and as she passes he shrinks back into the group and pulls his hat down over his eyes. Another passing girl slips up to the group and gives one of the boys some money. The thought comes to Hagan as he watches the insignificant Eddie --

Sub-title: "SAY EDDIE, YOU OUGHT TO GET A GIRL FOR YOURSELF."

Eddie fidgets and tries to throw out a chest that is not built for throwing out. Mamie appears, carrying a medicine bottle to the druggist. She sights the gang and crosses the street, knowing them for what they are. Hagan laughs, and pointing to Mamie he nudges Eddie.

Sub-title: "THERE'S A RIPE ON NOW. TRY TALKIN' A LITTLE LOVE TO THAT. THEY ALL FALL FOR IT."

Eddie hesitates,but under the cold eye of Hagan, and the laughter and gibes of the rest of the gang, he starts on a job for which he has no taste. Pausing only to straighten his tie and set his cap at a jaunty angle, he crosses the street, and falls in step with Mamie. Mamie is frightened; she quickens her pace. Eddie quickens his.

Sub-title: "WELL KID, TAKIN' A LITTLE STROLL?"

He puts his hand on Mamie's arm; she wrenches herself free and glances wildly about her for help, but sees none.

She starts running. Eddie pauses in indecision. The laughter of Hagan's gang comes to him. A wave of rage sweeps over him and with a fiercer determination than he has ever known he runs after Mamie.

" 21 "10 (Doorway of Mamie's tenement.)
In the doorway of her tenement, he catches her. He is angry and pulls her savagely to him and kisses her, just as Hollis, the settlement worker, comes out. Hollis sizes up the situation and taking Eddie's collar in one hand lifts him bodily from the ground, shaking him and setting him on his feet. Mamie slips into the door. Eddie's blood is up and he makes a wild pass at Hollis, which Hollis blocks easily. He holds Eddie off with one hand, trying to reason with him. Hagan and another of the gang have strolled up, and stand looking at the affair like disinterested spectators. Eddie, struggling, kicks Hollis viciously in the knee-cap. Hollis shrugs --

Sub-title: "IF YOU MUST HAVE IT, MY BOY, TAKE IT!"

Hollis knocks Eddie down and coolly strolls away about his own affairs. Hagan draws a little closer and looks down at the prostrate Eddie, his lips drawn back in a savage smile. He stirs Eddie with his foot.

Sub-title: "WELL, WHAT ARE YOU GOIN' TO DO ABOUT IT? -- TAKE IT?"

Eddie gets snarlingly to his feet and dusts himself off.

Sub-title: "I'LL GET THAT GUY, HAGAN, SEE IF I DON'T!"

Hagan looks more genial than we have yet seen him. He shakes hands with Eddie and pats him on the back.

" 22 " 8 (Int. Mamie's home - sitting-room-bedroom.)
Mamie enters - there are tears in her eyes and on her flushed cheeks. Her mother's chair has its back to the door, and before Mamie goes around to face her mother, she goes around to dry her eyes, and tries to compose herself. Then she sets about serving her mother. Her mother looks at her inquiringly, wondering if anything is the matter. But Mamie shakes her head. Nevertheless, she takes her paper-backed novel from the table, and when her mother is not looking stuffs it into the stove. She is destroying Percy Montmorency, the "spittin' image"of Eddie List. But although she puts the lid back on the stove with determination, she cannot help going to the window and looking down to see the young gentleman who had paid her the compliment of an insult. Mamie runs back to the stove and lifts the lid; the book is blazing merrily. She picks it out and beats out the flames. The inner pages are not burned.

" 23 " 11 (Int. Pawnbroker's shop.)
A dirty old man with long black finger-nails is behind the counter. He is passing a ticket and a dollar to a woman with a shawl over her head, and weighing her wedding ring in his hand.between his thumb and forefinger. The woman draws the shawl closer and goes out. Eddie List slips softly in. The old man grins.

Sub-title: "WELL, WHAT HAVE YOU GOT FOR ME THIS TIME, EDDIE?"

Eddie shakes his head; he has come to buy, not to sell. He looks into the glass display case at the end of the counter, and indicates a particularly wicked-looking automatic. The pawnbroker looks at him with understanding, as Eddie pulls out a little wad of bills; the pawnbroker starts to take an unbroken box of cartridges from a shelf, but Eddie smiles boastfully and pulling the chamber from the gun motions to a box of cartridges that has been opened. He holds out the magazine.

Sub-title: "JUST FILL THIS. IT'LL BE ALL I NEED."

The pawnbroker shaking his head in philosophic comment on the wickedness of the world takes the automatic magazine from Eddie and fills it from the broken box, and still shaking his head hands it back. Eddie snaps it into the automatic and slips the gun into a side-pocket. Assuming a tough swagger, he leaves the place.

" 24 "12 (Street outside pawnbroker's.)
Outside the pawnbroker's, Hagan is leaning against the wall of the building. He joins Eddie, and Eddie, as he falls into step with him, half-pulls the automatic from his pocket, showing the purchase he has made. Hagan pauses and taking a little tin box from his pocket, helps himself to a little pinch of "snow" on the back of his hand, and offers the box to Eddie. Eddie, however, has the instinctive fear of the drug, which he has never taken, and he sees a chance to cloak it in brag. He waves it aside in lordly fashion, indicating that his courage needs no such reinforcement. Hagan almost admires him.

" 25 " 7 (Street in slums, showing door of Eddie's tenement.)
Hollis comes up and goes in. He means to look up Eddie and see if he can do something for him. Two of Hagan's gang are trailing him. They stop in the street outside, watching him go in. One of them stays there, standing like a casual lounger. The other sets off at a run.

" 26 " 1 (List kitchen.)
Eddie's mother is washing clothes. A tear falls into the suds. She raises her hand to dry her eyes, mechanically sees that it is covered with suds, wipes her hand on her apron and wipes the tears from her eyes. She will think no more about Eddie. There is a knock and the door opens. Hollis enters.
Mrs. List has started joyfully forward, but seeing the stranger she pauses in disappointment, and then embarrassment.

Sub-title: "ARE YOU MRS. LIST? I HAD THE MISFORTUNE TO KNOCK DOWN YOUR SON, AND I'VE COME TO SQUARE THINGS WITH HIM."

Mrs. List, who has been wiping off the seat of a chair for the visitor, pauses; as a mother she is angry. She reaches belligerently for the rolling-pin, but Hollis with a laugh sits down and starts to explain.

" 27 " 12 (Street outside pawnbroker's.)
To Eddie and Hagan comes up the running member of the gang. He stops running as he sights them, and walks slowly past them, speaking to them in a sharp aside.

Sub-title: "HE'S IN 89. JIMMY'S WATCHING. SAM'S TAXI WILL BE THERE FOR THE GETAWAY."

" 28 "7 (Street in slums, showing door of Eddie's tenement.)
A battered taxi-cab comes slowly along at the curb. Its driver exchanges a swift glance with the gangster outside and at his motion pulls up at the curb a few feet further on. Eddie and Hagan enter. The gangster joins Hagan and walks off with him a little way down the street. Eddie glances about. There is an old-fashioned basement entry close by. He goes down four steps into it and with a swift look around crouches behind two ash cans. The taxi driver gets down and wipes his license number with an oiled rag, scooping up a handful of dirt from the gutter and throwing it on the numbers. They are obliterated.

" 29 "1 (List kitchen.)
Hollis'has evidently squared himself with Eddie's mother. She is sitting in a chair mopping her eyes, while Hollis comforts her.

Sub-title: "CHEER UP, MRS. LIST. WORSE BOYS THAN EDDIE HAVE COME OUT ALL RIGHT."

He takes his hat and goes out the door.

" 30 "7 (Street, showing door of Eddie's tenement.)
Eddie, crouching behind the cans, has drawn his automatic. He looks at it, releasing the safety-catch. A policeman strolls by and he crouches lower. Mamie appears; she is carrying her baby brother for a breath of fresh air, laughing and talking to him. As she passes,the entry, Eddie sees her as he again raises his head to watch the doorway where Hollis is to appear. Something in the sight grips him disturbingly. He moistens his dry lips with his tongue, turning his head stiffly to watch her as she passes, and as swiftly snapping it back again as if he had almost forgotten his errand. A few drops of rain fall and Eddie starts as one splashes on his hand. The door opens and Hollis appears. He sees the raindrops on the sidewalk and pauses, looking up at the sky. Eddie slowly raises his automatic, resting it on the top of the ash-can.

" 31 "7 (Shot further down street.)
Hagan and two thugs are standing as if chatting. One of them nudges Hagan excitedly, indicating that Hollis has come out and that Eddie has raised his gun. Hagan makes a gesture of silence, and the three heads turn for a swift glance at the

impending tragedy.

" 32 "7 (Street, showing door of Eddie's tenement.)
Eddie's hand on the automatic stiffens convulsively. Hollis is pausing to turn up his coat collar. Eddie's eyes grow wide with horror. With his free hand he pulls a handkerchief from his vest pocket and wipes his brow. The hand holding the automatic commences to shake. He lowers his hand to steady it, and raises it again. It's no use; he can't pull the trigger. Hollis moves off down the street, unhurt.

" 33 "7 (Shot further down street.)
The two gangsters with Hagan have broken into sneering laughter.

Sub-title: "WOT D'Y'KNOW ABOUT THAT - YELLER AS A DOG!"

Hagan spits into the gutter, and turns upon his heel.

" 34 "7 Eddie is wiping his forehead again with his handkerchief. He looks at the automatic sickly. He rises to his feet. His knees are shaking so that he has to steady himself against one of the cans. He hides the automatic under his coat and stepping up from the entry crosses to the curb and drops the gun into a sewer opening. He straightens up and shakes his fist at Hollis's retreating back.

Sub-title: "NEVER MIND! I'LL GET YOU YET!"

One of the gangsters comes up to josh him, but Eddie turns on him with a face so deadly fierce with determination that the other boy shrinks back, but as he turns to go he yells at Eddie over his shoulder. (The scene faces.)

Sub-title: THE NEXT DAY.

" 35 "4 (Back room of slum saloon.)
The place is empty, except for a huddled figure asleep at a corner table, his head buried in his arms. Hagan and his gang come in and sit down at their familiar table. They are going to have a"business conference" but as their heads draw nearer Hagan glances about the place with instinctive caution and sees the figure in the corner. He motions to one of the gang to find out who it is. The gangster gets up and walks over to the table, and sits the form erect in its seat. It is Eddie List. His face is drawn; he has evidently spent an almost sleepless night. He awakes with a start and blinks wildly about him. The gang laugh, and the gangster who has hold of him drops his shoulders roughly. Hagan beckons to him --.

Sub-title: "COME HERE YELLOW, I WANT TO SPEAK TO YOU."

Eddie gets up and crosses to the other table.

Sub-title: "DON'T YOU CALL ME 'YELLOW,' HAGAN. I COULDN'T SHOOT HIM, BUT I'LL KILL HIM WITH MY BARE HANDS!"

This statement causes much mirth among the gang. Hagan points towards the door.

Sub-title: "ON YOUR WAY. I CAN'T USE A YELLOW DOG."

Eddie makes a defiant gesture, and leaves. The heads of the gang come together to discuss their business. Evidently, Eddie, weighed in the balance and found wanting, is no longer any concern of theirs.

" 36 " 13 (A small room fitted like a gymnasium - training quarters of "Knock-out Sweeney.")
Sweeney and one of his sparring partners are just finishing a bout. As they stop, a couple of hangers-on hand them bath-robes. Sweeney is a husky young light weight with a cauliflower ear. The door opens, and Eddie List enters; a cigarette is hanging from the corner of his mouth. He walks directly up to Sweeney. Eddie reaches in his pocket and brings out a small roll of bills, and proffers it to Sweeney.

Sub-title: "DAN YOU TEACH ME ENOUGH FOR THAT TO KILL A GUY, SWEENEY?"

Sweeney looks him over in surprise, and steps up insolently to him. Pulling off Eddie's jacket and taking hold of his arm, slowly he turns Eddie around for all of them to see. Sweeney is evidently something of a local wit.

Sub-title: "WHERE D'Y'GET THAT STUFF, YOU HOLLOW-CHESTED HALF PORTION? WHAT'S HAGAN TRYIN' TO DO - KID ME?"

Eddie protests his earnestness, but Sweeney gives him a playful slap in the stomach, which sets him coughing. Sweeney hands him back his coat, and jerks the cigarette out of his mouth.

Sub-title: "YOU GOT A HOT IDEA OF TRAINING - YOU'RE WASTING MY TIME."

Eddie again offers his money, but Sweeney scornfully waves him away. As Eddie goes mournfully toward the door, one of the sparring partners as a joke hands him the cardof Hollis's gymnasium. Eddie looks at it scornfully, but as he is about to throw it away changes his mind and sticks it in his pocket.

" 37 "14 (Interior Hollis's settlement gymnasium.)
Hollis is putting a nondescript class through a course in calesthenics. They are an awkward squad and of all heights and varying degrees of thinness and fatness. One youth at the end of the line is abnormally fat, and although eager and earnest, is having a terrible time keeping up with the rest. He puffs and blows so much that the boy next to him complains to the instructor - Hollis - . The fat boy, trying to touch the floor with his finger-tips, falls on his head. The door opens, and Eddie List slips hesitatingly in. He looks overthe bunch with unconcealed scorn. Then his attention is drawn to a more advanced pupil, punching the bag with great dexterity in another corner of the room. This individual has an enormous muscular development, and Eddie watches the big complex muscles run and ripple.in his back showing plainly above his sleeveless low-cut athletic shirt. This decides him, and he crosses to the instructor and asks to enlist.

" 38 "14 Rather abashed, Eddie shows the instructor the card, and Hollis and he look each other over. Recognition is mutual.

" 39 CUT-BACK to SCENE 21.

" 40 " 14 (Back to settlement gymnasium.)
Eddie starts to retreat, but seeing that Hollis makes no hostile move he holds his ground. Hollis asks him:

Sub-title: "DO YOU WANT TO JOIN OUR CLUB?"

Eddie looks scornfully at the fat boy who has recovered himself and is sitting on the floor to get back his breath.

Sub-title: "I DON'T CARE ANYTHING ABOUT THE REST OF THE WORKS. I WANT TO GET CHESTY LIKE THAT GINK."

He indicates the bag-puncher, and adds darkly with a conscious irony:

Sub-title: "I GOT A SPECIAL REASON!"

Hollis tells the class to rest while he takes Eddie's name down in the book and gives him a gymnasium suit. Eddie offers him some of his "roll" but to his surprise is told instruction is free. He plainly thinks Hollis is a sucker to give something for nothing.

" 41 "14 Hollis returns to drilling his pupils.

" 42 "15 (At the dressing lockers, settlement gymnasium.)
Eddie has gotten into his gymnasium suit and stands mournfully contemplating his physical imperfections in the glass. He tries to feel in a pocket that isn't there for a cigarette. Then going to his locker, gets cigarettes and matches from his coat pocket. He starts to light one, but again catching sight of himself in the glass he makes an heroic resolution and throws the whole works into a cuspidor. He tries to straighten his shoulders and goes out.

" 43 "14 (Settlement gymnasium.)
Getting into line with the despised fat boy, Eddie is filled with the high resolve of hatred;while Hollis counts, the class continue their drill, and Eddie joins grimly in.

" 44 "16 (Scene in an alley-way between two buildings.)
It is night and the place is dark, except where a street lamp lights up a patch. Two dark figures slip in to the alley. As they cross the patch of light, they are seen to be Hagan and the Italian thug. Both are panting and out of breath. They whisper together and peer around the corner into the street, quickly withdrawing their heads. They steal further into the alley and come into --

"m45 " 17 (Tenement back yard behind Mamie's tenement.)
Hagan and the thug appear, looking about them for a place of hiding.

" 46 "16 (Alley-way between two buildings.)
A running police-man turns into the alley-way, and flashes his pocket lamp about him.

" 47 "17 (Tenement back yard behind Mamie's tenement.)
Hagan climbs upon the Italian's shoulders and reaches the drawn-up ladder of the fire-escape, pulling it down. Both crooks climb up it, and pull it up.

" 48 " 18 (Perpendicular panoram shot of Hagan and the Italian climbing up from floor to floor on the fire-escape.)

" 49 " 17 (Tenement back yard behind Mamie's tenement.)
The cop appears and with a revolver drawn in one hand and his flash in the other, starts to investigate, throwing his light on ash-barrels, cans, etc.

" 50 " 19 (Fire-escape outside Mamie's window.)
Hagan and the Italian pause, listening. They peer over the railing of the fire escape.

" 51 "20 (Shot of SET 17 - tenement back yard behind Mamie's tenement - as seen from above.)

The cop is still poking around. He turns his flash on the lower tier of the fire-escape, and his light starts traveling upwards.

" 52 "19 (Fire-escape outside Mamie's window.)
Hagan and the Italian, listening, throw themselves flat. They are pretending they are a bundle of bedclothes, or something.

" 53 "17 (Tenement back yard behind Mamie's tenement.)
The copy decides Hagan must have escaped over the back fence and climbs it and disappears.

" 54 "19 (Fire-escape outside Mamie's window.)
A light is lighted in the room outside, falling over Hagan and the Italian. They cringe closer to the grill, but realizing that it is only one of the tenants they cautiously raise their heads. They peer through the window.

" 55 " 8 (Interior Mamie's home in tenement - sitting-room-bedroom.)
As seen from the fire-escape through the window with the heads of Hagan and the Italian silhouetted in the foreground. Beyond them shows the window-frame and a portion of the bright interior. Mamie is seen entirely unconscious that she is observed.

" 56 " 8 (Closer shot of same interior, as seen by Hagan and the Italian.)
It is the end of a long day for Mamie and she is preparing to retire.

" 57 " (Shot showing faces of Hagan and the Italian in the window; both of them have temporarily forgotten the policeman and are looking in at Mamie like two cruel birds of prey. Hagan nudges the Italian, and we see that he is planning trouble for Mamie.

Sub-title: "SOME JANE!"

The Italian's face, however, shows that he is interested more on his own account than through any loyalty to Hagan.

" 58 "8 (Interior Mamie's home.)
Mamie feels that she is being watched. She looks up. She suppresses a scream and going to the window pulls down the blind.

" 59 "19 (Fire-escape, outside Mamie's window.)
Hagan and the wop, realizing that they have been seen, prepare to go away. Each looks at the other, and each discovers in the other's face the same secret plan. They look down into the yard and see --

" 60 "17 (Tenement back yard behind Mamie's tenement.)
The policeman crosses, shaking his head; he has given up the chase.

" 61 "19 (Fire-escape, outside Mamie's window.)
Hagan and the wop start to descend; each tries to getthe other to go and leave him, but in mutual distrust they are forced to go together. As they climb down, and only their heads are left showing, the scene fades.

" 62 "14 (Interior Hollis's settlement gymnasium.)
(Sometime later.) Eddie has just finished working out with the class and Hollis gets him to try his improved weight on the scale. He measures Eddie's chest expansion and growing biceps with approval, noting them down in a book. He slaps Eddie encouragingly on the back, and turns away. Eddie's attention is drawn to the expert bag-puncher. He steps nearer to watch him.

" 63 "14 The bag-puncher finishes his work and sees Eddie watching him. In friendly fashion, he offers Eddie his light gloves. Eddie puts them on and takes a tentative swing at the bag, which comes back viciously and hits him on the side of the head. Eddie struggles with the bag-punching in a comedy scene. But at last gets a little the hang of it, much to his joy.

" 64 " 21 (Street outside Mamie's tenement.)
(Night.) Mamie is seen hurrying home. She is stopped by a couple of women of the town, who try to kid her about what they consider her extremely upstage morality. Hagan comes

along and takes advantage of the situation to ingratiate himself with Mamie. He sends the women about their business, and offers to escort Mamie home. Mamie is frightened but Hagan keeps at her side. She bravely tries to conceal her fear.

" 65 "10 (Mamie's tenement doorway.)
The Wop is seen lingering in a dark corner of the entry waiting for Mamie to come home.

" 66 "21 (Street outside Mamie's tenement.)
Hagan tries to put his arm about Mamie. She puts it aside but Hagan laughingly replaces it and tries to draw her to him. There is a scuffle. Mamie hits Hagan a stinging blow in the face. She is young and strong, and the blow really staggers Hagan. Mamie sets off, running; Hagan, angry, starts in pursuit.

" 67 "10 (Mamie's tenement doorway.)
Mamie reaches the sanctuary of her own doorway a few feet ahead of Hagan. As she enters, the wop rises from his corner and takes her in his arms. Hagan comes through the door and sees Mamie held by the Wop. The two men glare at each other and we see defiance in the Wop's glance.that makes Hagan pause, but Hagan's look is no less deadly. Gradually the Wop's arms relax as he reaches back towards his gun. Mamie screams. Mrs. List enters. The two crooks in the presence of a witness declare a temporary truce and walk away as if nothing had happened. Mamie bursts into tears. Mrs. List folds her to her motherly bosom and comforts her, although she is a stranger. Mamie explains that she has been attacked by thugs. Mrs. List has a sad

" 68 " 9 (Street corner in slums.)
Visionof her own son Eddie in company with Hagan and the rest of the gang.

" 69 "10 (Mamie's tenement doorway.)
She soothes Mamie, and Mamie assuring her that she lives in this house and is quite safe now, the women part.

" 70 "9 (Street corner in slums.)
A circle of light under street lamp; Hagan and the Wop enter and pause. Hagan taps the Wop lightly on the chest.

SUB-TITLE: "HANDS OFF, GAZONE! I'VE PICKED HER FOR MINE -- GET ME?"

" 71 "8 (Interior Mamie's home in tenement - sitting-room-bedroom.) Mamie is in a wrapper with her hair braided for the night. She crosses to the mantelpiece, and feeling behind the clock draws out the remains of her charred paper novel. She sits down at the table and reads under the lamp, looking up the page that seems to describe Eddie. She sighs deeply. The scene fades.

"72 "22 (Eddie's hired bedroom - a small poorly furnished room.) Eddie is seen in his shirt sleeves.. He is going through physical exercises. He stops, exhausted, but feeling his muscles, he is so much encouraged that he goes doggedly ahead again. He makes several tentative swings in the air, and as he does so the figure of Hollis dissolves into the scene (a vision). The very real Eddie plants several effective blows on the spectral Hollis, and Hollis falls to the floor taking the count. Eddie puts one foot on him and stands like a Roman gladiator with folded arms. The vision of Hollis dissolves out, and Eddie, coming to himself with a start, snatches up a pair of dumbbells.and goes heroically to work. The door opens and his landlady appears. She tells him he is making too much noise, and that other tenants are complaining. She reminds him that he has not paid his rent. Eddie feels in his pocket, but he has done nothing for the gang of late and his resources are low. He stalls landlady and tells her that he will sure have it next week; she says if he doesn't, out he goes. The scene fades.

The next day.

" 73 "12 (Street scene - outside pawnbroker's.) Eddie enters and goes into the pawnbroker's shop.

" 74 "11 (Interior pawnbroker's shop.) Eddie hocks his scarf-pin and his cuff-links. The pawnbroker lends him some bone studs to fasten his cuffs.

" 75 "12 (Street scene - outside pawnbroker's.) Mamie is seen leading her little brother by the hand. A pigeon flies down onto the road. The child sees it and

claps its hands. A truck appears and the child dashes into the road after the pigeon. Eddie comes out the door of the pawnbroker's; Mamie sees the approaching truck and screams, raising her hands protestingly. Eddie sizes up the situation and dashes past her. The truck-driver sees too late that he is going to run over the child. He yells and tries to jam on the brakes. Eddie snatches the child from under the wheels of the truck, and too late to dodge out of the way, vaults up on one of the mud-guards, where he rides laughing, and securely perched until the brakes take effect. The truck driver mops the perspiration of fear from his brow. Eddie jumps down and brings the child to the thankful Mamie. Each recognizes the other. Eddie is much embarrassed; Mamie hides her face in the child's neck, as she kisses it. But over the child's curls she looks up gratefully at Eddie. He sees that she is no longer afraid of him and addresses her indirectly through the child. As Eddie and Mamie stand talking, Hagan appears. Neither of them see him. Mamie starts to go home. The shock has been so great that her knees are weak and she staggers. Eddie proudly gives her his arm. ~~The scene fades on~~ Hagan gazes viciously after them as they disappear. The newsboy, Hagan's former messenger, enters and offers Hagan a paper. Hagan, thinking of Eddie and Mamie, does not see him at first, but coming out of his trance he sees the newsboy and comes to a sudden resolution.

~~"76"~~

Sub-title: "FIND EDDIE LIST. TELL HIM I WANT TO SEE HIM."

He gives the boy a quarter and the boy starts with a whoop.

" 76 "10 (Exterior - Mamie's tenement doorway.)
Eddie is taking leave of Mamie. He starts to go a couple of times, but turns back. Finally he blunders out that he wants to see more of her. Mamie tells him to call some time, and says her mother will want to thank him for what he has done.
As Eddie promises to come, the newsboy appears and tells him Hagan wants him. Eddie tries to get the newsboy to keep still until Mamie has gone, but the boy is persistent. A shadow crosses Mamie's face, but Eddie dare not disobey Hagan.
He turns away with the boy.

" 77 "4 (Back room of slum saloon.)
Hagan is seated alone when the Wop enters. Both Hagan and the wop regard each other with suspicion. The Wop decides not to defy his leader yet, and sits down. The door opens and Eddie List appears. Hagan calls him to him and tells Eddie that he wants him to have nothing to do with Mamie; that he wants her for himself. The Wop hearing this, casts murderous covert glances at them both. Eddie for the first time is somewhat defiant, and Hagan changes the subject. He tells Eddie that he

wants Eddie to work with him the next day. Eddie refuses - he says that he is through with the gang. Hagan asks him if he is going to work. The scene comes back to Eddie's mind of his landlady asking him for money.

"78 "22 (Cut-back to last of Scene 72.)
Fade-in and out.

"79 "4 (Back room of saloon.)
Eddie agrees. The rest of the gang come in and the heads of the group join together as they discuss plans.

"80 "23 (Front of a theatre lobby.)
Crowds of people are standing about. A line is waiting at the box-office. One by one, the members of the gang drift in. A fat man enters with a flashily dressed woman. He has on a large diamond scarf-pin. Hagan, passing him, sees it and indicates it to Eddie who is close behind him. Mamie enters and moves in a rather frightened way through the crowd.

" 81 "23 The doorman is taking tickets and dropping them into a box as Mamie comes up and holds out her bit of paste-board. He looks at it, and tells her she has come in the wrong entrance. The gallery entrance is on the other side of the block. Mamie in much confusion starts to retire, glancing apologetically about her at the fashionably dressed people. She sees Eddie and starts over to speak to him.

" 82 "23 Eddie, at a nudge from Hagan steps forward and stumbles, falling against the fat man heavily. As he does so, Hagan quietly removes the pin and passes it behind him to another member of the gang, who in turn passes it to another, who passes it to the Wop who is waiting outside. Eddie apologizes, but the woman, who is also jostled, unintentionally, is very indignant and glances up at the fat man to see what he is going to do about it. As she does so, she notices that the man's pin is gone. She throws her arms around Eddie and screams for the police. Hollis comes up, and so does Mamie. As Hollis approaches, he sees Hagan slip from the crowd and saunter off. A policeman comes up and the trouble is explained to him. As the woman gesticulates, she lets Eddie go and he foolishly makes a dash for liberty. The policeman catches him. Eddie is formally accused of theft.

Mamie tells the policeman that he didn't do it, but the woman persists and Eddie is led away. Hollis and Mamie, however, follow, and the whole party come --

" 83 "24 (Interior - Jefferson Market police court - dock, etc. judge on the bench.)
The fat man testifies he has been robbed of his pin, and as he is rather uncertain, the flashy woman keeps interrupting hysterically, and being reprimanded by the judge (played partly as comedy) Eddie denies taking the pin, and Hollis and Mamie both testify for him. Hollis is known to the judge, and Mamie is pretty enough to influence the judicial mind. Eddie is dismissed, much against the protests of the flashy woman, who implies that "there ain't no justice, even in the courts!"

"84 "25 (Corridor in court house.)
Eddie thanks Hollis and Mamie for their testimony. He is grateful to them both but evidently impatient to be off and walking home with Mamie. Hollis, however, beckons him a little aside and tells him flatly that he must get the pin from Hagan. Eddie makes an indignant denial that he knows anything about it, but Hollis just laughs at him and tells him that he expects him to do his duty. Rather shame-facedly Eddie admits his complicity and promises to do as he is asked. As Hollis starts to go, Eddie has a warm impulse - one of the first decent ones of his life. He wants to shake hands with Hollis and does so with much embarrassment. Hollis glances at the waiting Mamie and studies Eddie's face. He remembers that this was the very girl that Eddie was pursuing before, and wonders what is Eddie's present intention. Eddie flushes and explains that everything is quite all right.

" 85 "4 (Back room of slum saloon.)
Hagan is sitting at his usual table. The rest of the gang come in, one after another. Hagan holds out his hand to the Wop for the pin, but at first the Wop refuses to give it up. He puts his hand threateningly towards his knife, but finds himself looking into the muzzle of Hagan's automatic. He comes across with the pin. Hagan realizes that he will soon have to get rid of the Wop; keeping him is a good deal like having a tiger for a pet.

" 86 "8 (Interior Mamie's home in tenement - sitting-room-bedroom.)
Mamie's mother is sitting in her invalid chair by the side of a cot, where the baby is asleep. The door opens and Mamie and Eddie enter. Eddie is introduced to the mother. She thanks him for rescuing the baby. Eddie and Mamie sit down on

the edges of two kitchen chairs, very far apart.

" 87 "1 (List kitchen.)
Mrs. List is seen telling her beads and praying the Saints to send her back her boy.

Sub-title: NEXT DAY.

" 88 "22 (Eddie's hired bedroom.)
Eddie is seen saying goodbye to himself in the mirror. He is going to tell Hagan he has got to dig up the pin, and he is afraid. He feels his muscle for comfort, and decides that perhaps he is not so much afraid of Hagan after all.

" 89 "8 (Interior Mamie's home.)
Mamie is preparing to go out on an errand, while her mother gently kids her about the nice young man who came home with her last night. Mamie is pleased and embarrassed; she goes out.

"90 "5 (Exterior - door of "Family Entrance" - saloon.)
Hagan is approaching the door of the Family Entrance. Eddie appears, and calling to him catches up with him. He stops Hagan and demands the pin. Hagan is thunderstruck, but as Eddie is argumentative, he tells him to come into the saloon and talk it over.

"91 "4 (Back room of slum saloon.)
The Wop is sitting at a table, and is getting pleasantly stewed. Hagan and Eddie enter. Eddie refuses to sit down and reiterates his demand. The gang is nothing to him now; they left him flat last night. He knows who his true friends are. Hagan swings on him, but Eddie catches his wrist and puts his arm quietly aside. Hagan is astonished at Eddie's new strength. He thinks of drawing his gun, but seeing that Eddie has foreseen just such a move, he suddenly decides that discretion is the better part of valor. He will give Eddie the pin now, and get rid of him later. The Wop gazes in open-eyed amazement as Hagan surrenders the pin. In disgust, the Wop lurches to his feet and makes for the door.

" 92 "5 (Exterior - door of "Family Entrance" - saloon.)
Mamie passes. The door opens and the Wop appears, slightly lit up; he sees Mamie and calls to her drunkenly. Mamie looks up, frightened, and starts to run. The Wop chases her. The door opens and Eddie appears. He sees what is happening and starts in pursuit. The Wop catches Mamie and gathers her into a gorilla-like embrace. Eddie comes up and swings on him, knocking him to the ground. The Wop gets up, pulling his knife. As he gets the knife out of his pocket, Eddie hits him again and then he drops it. The Wop reaches for his knife, but Eddie stamps on his fingers. The Wop turns back to the saloon, vowing vengeance to the high heavens. Eddie picks up the knife and laughingly puts it in his pocket. He is feeling very chesty to have made such a good showing before his girl. The newsboy has come up and witnessed the battle. He throws his hat in the air, and rushes off to tell the glad tidings.

" 93 "4 (Back room of slum saloon.)
Hagan is pondering vengeance on Eddie. The Wop enters very much beaten up and nursing an injured hand. Hagan sees the opportunity to get rid of both Eddie and the Wop. No matter which one of them kills the other, he can arrange it so that the one who lives is sent to Sing Sing. He encourages the Wop to kill Eddie.

" 94 "1 (List kitchen.)
Mrs. List, longing for Eddie, writes a letter to Hollis asking him to use his influence to get Eddie back. She has heard that Eddie goes to Hollis's gymnasium..

" 95 "14 (Interior of Hollis's settlement gymnasium.)
Hollis is seen directing the activities of some of his pupils. Eddie enters, and beckoning him aside, gives him the pin. Hollis congratulates Eddie and offers him a job as instructor. Eddie is very grateful and thanks Hollis. He feels so chesty that he casts his eye about for some means of working off his exuberance. The bag-punching athlete catches his eye, and Eddie asks him if he will box with him. The man condescendingly consents.

" 96 "11 (Interior - pawnbroker's shop.)
The pawnbroker is arranging his cases. The Wop enters, as Eddie did earlier in the story, and buys a gun. The newsboy is seen looking through the glass door , and in his curiosity he pushes the door open a crack. The Wop tells the pawnbroker boastfully that he is going to use the gun to kill Eddie List. The pawnbroker covers his ears with his hands; he does not want to hear anything about it. But the kid hears, and, much excited, slips away.

" 97 "14 (Interior of Hollis's settlement gymnasium.)
The athlete and Eddie are finishing their boxing bout while Hollis stands watching. The athlete slips Eddie a stinger and laughs as Eddie staggers; but Eddie, somewhat put out, swings on him and floors him. Hollis laughs and stops the bout.

" 98 " 4 (Interior - back room in slum saloon.)
Hagan is splitting the contents of a wallet with the members of his gang. The Wop enters and shows the gun he is going to kill Eddie with. He takes a drink and goes out boastfully. Hagan dismisses the rest and quietly follows.

" 99 "26 (Interior - corner of men's clothing store.)
Hollis is advising Eddie about the choice of clothes suitable to his new position and for calling on Mamie. Eddie's natural inclination is for the loud types to which he is accustomed, but when Hollis persuades him into a suit much like his own, Eddie is much surprised at the really fine appearance he makes. He thanks Hollis and announces that now he is going to look up his girl. He is all dressed up and has somewhere to go. Both men start toward the door.

"100 " 5 (Exterior door of "Family Entrance" - saloon.)
Hagan is seen arranging with the driver of the murder-taxi to be in front of Mamie's tenement in half an hour. He tells the driver that the Wop is going to shoot Eddie, and that he, Hagan, intends to kidnap Mamie before the Wop gets a chance. As the Wop probably will kidnap her himself, before he goes into hiding after murdering Eddie. The driver agrees to be at the appointed place.

" 101 "27 (Exterior - haberdasher's window.)
Eddie, on the way to see his lady love, pauses to admire himself and arrange his tie in the mirror.

" 102 "14 (Interior of Hollis's settlement gymnasium.)
Hollis gets letter from Mrs. List asking him to use his influence to send Eddie back to her again, whether he is reformed or not. Hollis prepares to find Eddie at Mamie's tenement, and remind him of his poor ould mother.

" 103 "1 (List kitchen.)
Mrs. Hollis is looking at some of Eddie's things as the door bursts open and the news-kid enters. He has come to warn Eddie to look out for the Wop as the Wop is going to

kill Eddie, but all he will tell Mrs. List is that he has something important to tell Eddie. He decides that maybe Eddie is calling on his girl and dashes out again.

" 104 "10 (Exterior - Mamie's tenement doorway.)
The Wop appears and takes up his position in an entry-way to shoot Eddie. As he does so, the newsboy comes up and sees him. The newsboy dashes past and into the house. He

" 105 "21 (Exterior - street in front of Mamie's tenement.)
A little way down the street, a flower-vender's wagon; the vender is hawking his wares at the top of his voice. Eddie appears and buys some flowers for Mamie.

" 106 "10 (Exterior - Mamie's tenement.)
The Wop in his entry-way sees Eddie in a long shot buying the flowers.

" 107 " 8 (Interior - Mamie's home.)
Mamie and her mother. News-kid enters, and realizing the mother is sick beckons to Mamie, asking her in a whisper if she has seen Eddie. He tells her to warn Eddie that the Wop is going to kill him; that he is laying for Eddie in the entry-way below.

" 108 "10 (Exterior - Mamie's tenement.)
The murder-taxi draws up with the curtains down. One of the curtains is pulled aside, and Hagan's face appears. He sees the Wop laying for Eddie with satisfaction, and glancing about sees Eddie approaching. The Wop sees Eddie and stiffens for the shot. Eddie comes closer and is about to enter the tenement when the Wop rises. Eddie catches sight of him just as he fires. Eddie drops. The door of the tenement opens and Mamie appears. The Wop throws aside his smoking gun and comes over to Eddie, stirring him with his foot.

" 109 "10 Further along the block, an old lady has seen the crime and shrieks wildly for the police. Other tenement-dwellers in the street have taken cover as soon as the Wop fires. They know enough not to interfere with a gang-feud, and none of them want to be witnesses. The street is bare, save for the yelling old lady, the news-kid, Mamie, Eddie, the Wop and the taxi with Hagan and the driver. The kid runs wildly off.

" 110 "10 Mamie attacks the Wop but he takes advantage of the opportunity to seize her, and signalling towards the taxi-driver, drags her to the taxi. As he opens the door, Hagan appears,

and coolly covering the Wop with his gun, takes the struggling Mamie by the wrist and starts to pull her into the taxi-cab. Eddie, lying on the ground, raises his head. He puts his hand to the side of his head and finds a little blood-stain; he had been just grazed. He looks cautiously around to see where the Wop and takes in the situation and Mamie's predicament. Eddie springs to his feet. The Wop, still clinging to one of Mamie's wrists, is nearest to him. He swings on the Wop and knocks him cold, freeing one of Mamie's hands. The taxi-driver seizes a wrench and leans out of his cab to crack Eddie on the head. Eddie's head is turned and he does not see it, but Mamie does and she pulls at the man's sleeve, averting the blow. Eddie springs past her, and Hagan fires and misses. (Possibly killing the Wop who lies on the sidewalk.) Eddie pulls Hagan from the cab and wipes up the ground with him, while Mamie looks on admiringly.

" 111 " The old lady is still screaming for the police. A policeman appears.

" 112 " The policeman comes up to the scene of the fight, and starts to put everybody under arrest; Hollis appears, looking for Eddie and to persuade him to go back to his mother. He persuades the cop not to arrest Eddie and Mamie, and identifies Hagan and the Wop. He shows Eddie the letter from his mother.

"113 "1 (List kitchen.)
The news-kid bursts in on Mrs. List again and excitedly announces that Eddie has been murdered by the Wop. Mrs. List breaks into loud lamentations. The door opens and Eddie peers in. He comes half-way through. His mother, with a cry of joy, falls on his neck, but Eddie, although pleased at the reunion, seems a little stiff andembarrassed. At last his mother asks him why he does not come all the way into the room. Eddie does come all the way into the room and as he does so, it is seen that he is holding Mamie by the hand. He pulls her in and tells his mother that he has not only come home to stay, but has brought someone with him. The news-kid has seen some cake on the shelf, and after he has gotten over his surprise at seening Eddie, he bethinks him of refreshing the inner man. He climbs on a chair to get the cake and Mrs. List sees him and charges on him. As she turns her back, Eddie stretches out his arms towards Mamie. Clinch fade-out.

(REGENERATION OF EDDIE LIST.)

EXTERIORS.

2. SHOT SHOWING AERIAL BACK YARD, REAR LIST TENEMENT.

5. "FAMILY ENTRANCE" SLUM SALOON.

7. STREET IN SLUMS, SHOWING DOOR OF EDDIE'S TENEMENT.

9. STREET CORNER IN SLUMS.

10. MAMIE'S TENEMENT DOORWAY.

12. STREET OUTSIDE PAWNBROKER'S.

16. ALLEYWAY BETWEEN TWO BUILDINGS.

17. TENEMENT BACK YARD BEYIND MAMIE'S TENEMENT.

18. BACK OF TENEMENTS: PERPENDICULAR PANORAM SHOT.

19. FIRE-ESCAPE OUTSIDE MAMIE'S WINDOW.

20. SHOT OF SET 17 (TENEMENT BACK YARD BEHIND MAMIE'S TENEMENT) AS SEEN FROM ABOVE.

21. STREET OUTSIDE MAMIE'S TENEMENT.

23. FRONT OF A THEATRE LOBBY.

27. EXTERIOR HABERDASHER'S WINDOW.

(REGENERATION OF EDDIE LIST.)

INTERIORS.

1. LIST KITCHEN IN NEW YORK TENEMENT.

3. EDDIE'S ROOM OFF KITCHEN.

4. BACK ROOM OF SLUM SALOON.

6. INTERIOR STAIRS - EDDIE'S TENEMENT.

8. SITTING-ROOM-BEDROOM - MAMIE'S HOME IN TENEMENT.

11. PAWNBROKER'S SHOP.

13. SMALL ROOM FITTED LIKE GYMNASIUM - "KNOCK-OUT SWEENEY'S" QUARTERS.

14. HOLLIS'S SETTLEMENT GYMNASIUM.

15. AT DRESSING LOCKERS, HOLLIS'S SETTLEMENT GYMNASIUM.

22. EDDIE'S RENTED BEDROOM.(A SMALL POORLY FURNISHED ROOM.)

24. POLICE COURT INTERIOR.

25. CORRIDOR OUTSIDE COURT-ROOM.

26. CORNER OF MEN'S CLOTHING STORE (INTERIOR)

(SET 1) LIST KITCHEN IN NEW YORK TENEMENT.

SCENES:

1 - 3 - 5 - 10 - 26 - 29 - 87 - 94

103 - 113

(SET 2) EXTERIOR SHOT SHOWING AERIAL BACK YARD, REAR LIST TENEMENT.

SCENES:

2-

(SET 3) EDDIE'S ROOM OFF KITCHEN.

SCENES:

4 - 9 -

(SET 4) BACK ROOM OF SLUM SALOON.

SCENES:

6 - 8 - 16 - 35 - 77 - 79 - 85 - 91 -

93 - 98 -

(SET 5) EXTERIOR DOOR OF "FAMILY ENTRANCE" - SLUM SALOON.

SCENES:

7 - 15 - 90 - 92 - 100 -

(SET 6) INTERIOR - TENEMENT STAIRS (EDDIE'S TENEMENT).

SCENES:

11 -

(SET 7) - STREET IN SLUMS, SHOWING DOOR OF EDDIE'S TENEMENT.

SCENES:

12 - 13 - 14 - 25 - 28 - 30 - 31 - 32 - 34

33

(SET 8) - INTERIOR - MAMIE'S HOME IN TENEMENT -- SITTING-ROOM-BEDROOM.

SCENES:

17 - 19 - 22 - 55 - 56 - 57 - 58 - 71 - 86 -

89 - 107 -

(SET 9) - STREET CORNER IN SLUMS.

SCENES:

18 - 20 - 68 - 70 -

(SET 10) - DOORWAY OF MAMIE'S TENEMENT (EXTERIOR).

SCENES:

21- 39 (cut-back) - 65 - 67 - 69 -76 - 104 -

106 - 108 - 109 - 110 -

(SET 11) - INTERIOR - PAWNBROKER'S SHOP.

SCENES:

23 - 74 - 96 -

(SET 12) - EXTERIOR - STREET OUTSIDE PAWNBROKER'S SHOP.

SCENES: 24 - 27 - 73 - 75 -

(SET 13) - INTERIOR - SMALL ROOM FITTED LIKE GYMNASIUM "KNOCK-OUT SWEENEY'S QUARTERS.

SCENES:

36 -

(SET 14) - INTERIOR - HOLLIS'S SETTLEMENT GYMNASIUM.

SCENES:

37 - 38 - 40 - 41 - 43 - 62 - 63 - 95 - 97 -

102 -

(SET 15) - INTERIOR - AT DRESSING LOCKERS - HOLLIS'S GYMNASIUM.

SCENES:

42 -

(SET 16) - EXTERIOR - ALLEYWAY BETWEEN TWO BUILDINGS.

SCENES:

44 - 46

(SET 17) - EXTERIOR - TENEMENT BACK YARD BEHIND MAMIE'S TENEMENT.

SCENES:

45 - 47 - 49 - 53 - 60 -

(SET 18) - EXTERIOR - BACK OF TENEMENTS - PERPENDICULAR PANORAM SHOT.

SCENES:

48 -

(SET 19) - FIRE-ESCAPE OUTSIDE MAMIE'S WINDOW.

SCENES:

50 - 52 - 54 - 59 - 61 -

(SET 20) - SHOT OF SET 17 - TENEMENT BACK YARD BEHIND MAMIE'S TENEMENT - AS SEEN FROM ABOVE.

SCENES:

51 -

(SET 21) - EXTERIOR - STREET OUTSIDE MAMIE'S TENEMENT.

SCENES:

64 - 66 - 105 -

(SET 22) - INTERIOR - EDDIE'S HIRED BEDROOM.

SCENES:

72 - 78 - 88 -

(SET 23) - EXTERIOR - FRONT OF THEATRE LOBBY.

SCENES:

80 - 81 - 82 -

(SET 24) - INTERIOR - JEFFERSON MARKET POLICE COURT, DOCK, ETC.

SCENES:

83 -

(SET 25) - CORRIDOR IN COURT HOUSE.

SCENES:

84 -

(SET 26) - INTERIOR * CORNER IN MEN'S CLOTHING STORE.

SCENES:

99 -

(SET 27) - EXTERIOR - HABERDASHER'S WINDOW.

SCENES:

101

100 N—1912

In the storehouse B Turner

E. J. B.

DEPARTMENT OF HEALTH
OF THE CITY OF NEW YORK
BUREAU OF LABORATORIES
RESEARCH-BACTERIOLOGICAL PREVENTIVE MEDICINE CHEMICAL
(INCLUDING VACCINES, SERA, PASTEUR TREATMENT AND DIAGNOSTIC PROCEDURES)
FOOT OF EAST 16TH STREET
BOROUGH OF MANHATTAN

TUYVESANT 1600

Nov. 11, 1919.

Lawyer A. Banzhaf.

Dear Sir.

In reference to the five reel negative picture "Blindness of Innocence" which you have so kindly considered to try and dispose of; would like to know whether the gentleman from the West, that you expected, has arrived; to look over the picture.

Am anxious to know what the prospects are.

Hoping to hear a favorable reply I remain.

Gratefully yours.
F. Lamont.

P.S. Dr Banzhaf was telling me, one favorable point of a possible sale was the high cost of acting.

Mr Banzhaf

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF UNITED ARTISTS CORPORATION LIMITED,
HELD Nov. 11, 1919.

A special meeting of the Board of Directors of United Artists Corporation Limited was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., at 4:45 O'clock p. m., on the 11th day of November, 1919.

Present: Mrs. Charlotte Pickford, Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Oscar A. Price.

In attendance: Miss Mary Pickford, Mr. D. W. Griffith, Mr. Hiram Abrams and Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. George B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

The Secretary stated that the meeting was called and held pursuant to waiver of notice of said meeting, signed by all of the Directors. Such waiver is as follows:

> We, the undersigned, being all of the directors of United Artists Corporation, Limited, do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of United Artists Corporation Limited.
>
> We designate the 11th day of November, 1919, at 4:45 o'clock p. m., as the time, and the office of the President of the Corporation on the 9th floor of No. 729 Seventh Avenue, in the city of New York, N. Y., as the place of said meeting; the purpose of said meeting being to transact such business as may be necessary or advisable.
>
> DATED Nov. 11, 1919.
>
> (Signed) OSCAR A PRICE
> NATHAN BURKAN
> DENNIS F. O'BRIEN
> CHARLOTTE PICKFORD
> ALBERT H. T. BANZHAF

On motion duly made, seconded and carried, the minutes of the meeting of Oct. 24th were approved.

On motion duly made, seconded and unanimously carried, it was

RESOLVED, that until other wise ordered, the regular meetings of the Board of Directors be held in the offices of the corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., on the second Tuesday of each month.

The meeting then adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Barnhart

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF UNITED ARTISTS CORPORATION OF ILLINOIS HELD NOV. 11, 1919.

A regular meeting of the Board of Directors of United Artists Corporation of Illinois was held in the office of the President of the Corporation, on the 9th floor of 729 Seventh Avenue, in the city of New York, N. Y., on the 11th day of November, 1919, at 4:30 O'clock p. m.

Present: Mrs. Charlotte Pickford, Messrs. Albert H. T. Banzhaf, Nathan Burkan, Dennis F. O'Brien and Cecar A. Price.

In attendance: Miss Mary Pickford, Mr. D. W. Griffith, Mr. Hiram Abrams, and Mr. L. R. Hoover.

Mr. Price called the meeting to order and acted as Chairman thereof. Mr. G. B. Clifton, Secretary of the Corporation, acted as Secretary of the meeting.

On motion duly made, seconded and unanimously carried, the minutes of the meeting held Oct. 24th were approved.

The meeting then adjourned.

Nov. 12, 1919.

Mr. A. L. Grey,
720 Longacre Bldg.
New York, N. Y.

Dear Mr. Grey-

I wired you today as per attached copy. Attached please find the page ad which the telegram refers to and which, as you will see, is not at all complimentary to the United Artists Corporation - especially the Los Angeles Branch.

I have heard more or less complaint about the way Mr. Rand treats the exhibitors and it is apparent from Mr. Gores open letter that what I have heard is nothing compared to the true situation. Mr. Rand knows how many copies of the picture he has for release and he proceeded to book one more house than he had pictures to fill, and then seemed to think it was up to me to let him have an extra copy.

I am also attaching a copy of an ad from the Fresno paper which shows Broken Blossoms ad jointly with a Constance Talmadge picture at the Liberty Theatre. However, I understand that Fresno is booked out of the San Francisco Exchange. I am also informed that the San Francisco Exchange-man booked the picture in Oakland in the same way - although I have no copy of their ad to send you.

I understand that Fairbanks and Miss Pickford have a field representative here on the coast and as a result one of Mary Pickford's pictures was sold for eight thousand dollars, whereas Mr. Griffith's Broken Blossoms was sold in the same house for four thousand dollars. It would therefore seem that a field representative might be advisable for Mr. Griffith's pictures.

Yours very truly,

ECB:W.

Rwg

November 12th 1919.

Mr. Robert H. Mainzer,
5 Nassau Street,
New York City.

My dear Mr. Mainzer:

In reply to your favor of the 30th ult., relative to International Association of Fire Engineers, I beg to enclose my check to your order for $100.00 for a life membership on behalf of David W. Griffith and I kindly request that his life membership card be forwarded to me.

Trusting that you will be successful in carrying out your purposes in this worthy cause and with best regards, I remain

Very truly yours,

AHTB/MD
Enc, 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CALL
COLUMBUS 492

MAX FRANKLIN
LAWYER
128 WEST 66TH STREET
ONE DOOR WEST OF BROADWAY

NEW YORK, Nov. 12, 1919

Mr. Albert H. T. Banzhaf,
2 Rector Street,
City.

Buell vs Griffith

Dear Sir:

Kindly return one of the enclosed stipulations, as per our telephone conversation.

A young lady from your office called up later, and seemed to fear that the case would go to trial on the date specified in the notice of trial. Doubtless, you are well aware of the practice in the City Court, which is the same as that in the Supreme Court, which puts the case merely on the Calendar, and same will not be reached for actual trial for a period of three to four months. Should I receive the necessary information within a week, you shall have the bill of particulars then and there, and you may be further assured that I shall not go to trial until you have same.

Yours very truly,

Max Franklin

November 12th 1919.

Mr. Max Franklin,
128 West 66th Street,
New York City.

Dear Sir:

Herewith enclosed is stipulation for three weeks adjournment of defendant's motion for bill of particulars as you requested. Please sign same and return to me forthwith.

Very truly yours,

CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CITY COURT OF THE CITY OF NEW YORK

----------x

MARIE BUELL,

Plaintiff,

-against-

DAVID W. GRIFFITH,

Defendant.

----------x

It is hereby stipulated by and between the attorneys for the parties herein that a motion for a bill of particulars made herein, and returnable on the 17th day of November, 1919, at a Special Term, Part 1 of this Court, be and the same hereby is adjourned until the 22nd day of December, same time and place.

Dated, New York, November 12, 1919.

Max Franklin

Attorney for Plaintiff

Attorney for Defendant.

D. W. GRIFFITH COLLECTION
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CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

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DAVID MARK GRIFFITH 992

720 LONGACRE BLDG NEWYORK NY

I ACCEPT YOUR OFFER OF FIVE HUNDRED DOLLARS FOR MY COINCIDENCE STORY IT BEING UNDERSTOOD THAT I AM TO BE CREDITED WITH ITS AUTHORSHIP ON FILM AND IN PUBLICITY MATTER YOUR GENIUS IS SURE TO TRANSLATE THIS STORY INTO A WONDERFUL PICTURE KINDLY HAVE CHECK AND RELEASE AGREEMENT MAILED TO ME HERE TO SIGN BEST REGARDS

HOWARD E MORTON.

500

Los Angeles Examiner.

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

November 13th, 1919.

Mr. A. H. T. Banzhaf,
#2 Rector St.,
New York City.

Dear Mr. Banzhaf:

Please draw contract with the party as per the enclosed telegram.

Very truly yours,
Albert L Grey
per F.W.

Owes.

November 13th 1919.

Commercial Trust Company,
15 Exchange Place,
Jersey City, N.J.

Gentlemen:

Kindly have within check certified and return to me as soon as possible, and oblige

Very truly yours,

GD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 13th,1919

Mr. J. C. Epping,
720 Long Acre Bldg.,
New York.

Dear Mr. Epping:-

Mr. Schallenberger of the J. W. Kays Company calls me up every few days about the check to cover the insurance on the negative of "Intolerance," as per my previous correspondence.

As I have written to you before, I never took this into our own studio records, but I assured the Kays Company that there would be no question about the bill being paid as it was merely a renewal of previous policies.

I would suggest that the bill should now be paid and when the laboratory and vaults there in New York are finished, I can have the negative forwarded there; and whatever arrangements you wish to make as to future insurance, can then be determined, and the present insurance cancelled for which the Kays Company will deliver their check for the unearned portion of the policy.

Very truly yours,

D.W.GRIFFITH STUDIO,

B/M

By _____
Manager

November 13th, 1919

Mr. J. C. Epping,
720 Long Acre,
New York.

My dear Mr. Epping:-

Replying further to your letter of November the 4th, especially to paragraph in letter regarding the purchase of stock for the Laboratory:

Certainly, Mr. Griffith does not want us to refuse to fill orders given us to the Famous Players for additional print or replacements on pictures already produced and released. We are receiving such orders every few days, sometimes it is only a few feet of replacements, and other times, it may be a couple of entire copies of a picture either for some Exchange where the demand is unusually heavy, or for some foreign country.

We have to have some stock on hand to take care of such orders and Mr. Grey has a habit of asking for prints without giving us much of any notice. This also requires a certain amount of stock.

Just recently, we made a resumé of the work that we had before us and the actual orders that we then had on hand, required five hundred thousand feet of film, which I was obliged to order, and in order to give ourselves any working stock at all, I ordered six hundred thousand feet. Three hundred thousand feet of this came in on Monday of this week, and today, another three hundred thousand feet has arrived. Of course this eats into our cash terribly, and we may not be able to pay off all the bills. I can tell better in a day or so, but quite likely, we will have to use the money from the sale of "Scarlet Days," which we are to receive Saturday of this week, to pay bills that we still owe.

Our weekly pay roll is still around $3,000, about $1800 of this covers the Laboratory, and the balance to cover the office force and the crew I am having dismantle the Intollerance sets. This later work I am rushing as rapidly as possibly, and this weeks pay roll will be close to $700 or $800. The reason I am rushing this is because I want John Schuler to superintend the work. Schuler is working for another Company and I can only have him two or three weeks between pictures, and naturally, I want to get as much done as possible while I can have him.

The lumber is coming down very nicely and we are salvaging nicely 90% of it, which I can sell just as it comes down without removing nails or trimming the lumber at $20 a thousand. If I am correct, you paid $15. or $17. a thousand for this lumber four years ago. This lumber cannot be removed until certain sections of the work is entirely dismantled, owing to the danger to workmen from falling pieces of the structure. But in two or three weeks, the revenue from the sale of this lumber will far exceed the pay roll itself.

Mr. Schuler is breaking in another man to finish the work in case he is obliged to return to his regular job.

Very truly yours,

B/M

O. W. SMITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle
The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Nov. 13th, 1919.

Mr. E. C. Bidwell,
c/o D.W.Griffith Studio,
4500 Sunset Blvd.,
Los Angeles, Cal.

Dear Mr. Bidwell:

Replying to yourletter of the 6th, please note that the loss of checks of which I complained has no relation to checks which we sent between Los Angeles and New York. I merely want an acknowledgment from you of the $1500. checks which I send you every week so that I may know surely that they reached you, for the reason that it is important that these checks be paid to the bank every week. A number of checks which we sent out have never reached destination nor have they ever been returned to us; therefore they were probably lost in the mail.

So far I have sent you three $1500. checks. The last one was mailed on Tuesday, Nov. 11.

I am trying not to embarrass you with monetary matters but you must understand that on account of the enormous building transaction going on here there is a constant financial stringency and just as soon as you can spare money please send some out here. This is true of the account which you received for the lights as Mr. Griffith intended to apply that money in payment of the new lights which we purchased here.

However, you must be financed as well as we and therefore do not send us any money if thereby you cause a financial embarrassment to yourself. On the other hand, whatever you can spare send out here and charge to this office.

Replying to your letter of the 6th regarding the expenses which you want to charge to New York, it is all right but you must have a separate account for these expenses; in other words, the New York office are must only be charged with items which we are to take up on our books here, and up to Oct. 25th we were in

D.W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

entire agreement of this account. Since then I have credited your account with some other items regarding which Mr. Blake will write you later and which please confirm when you get it.

The account to which you charge the various expenses of the studio should be an entirely separate account and should not be closed out on these books until all the other accounts are closed up, whereas items which you charge to the New York office account are taken up on our books immediately upon your notification of charge to this account.

In reference to the charge for your auto regarding which you wrote me, this of course should be charged as part of the laboratory expenses.

I have paid all the commissions beginning with the Famous Players report of week ending Sept. 13th, and no doubt you have by this time paid the previous ones.

Inasmuch as you did not send me the total cost of the picture "BOOTHS", I was unable to figure out the actual profit of this picture, but inasmuch as you had paid some commission, we infer that everything that was credited here at my end was subject to commission.

Mr. Griffith yesterday wired to Price, Waterhouse & Co. to send us a financial statement up to and including Nov. 1st. This statement has nothing to do with the yearly statement but is required by Mr. Griffith for a certain specific purpose. For the same purpose we require the total cost from the beginning of all the negatives of the D. & C. series which you have produced and regarding which I wired you. The statement is very urgently needed and I hope you will give it your quick attention.

~~Please note that I have placed insurance on the negative No. 1, which is being sent to you on the Coast, both transit insurance as well as insurance after it reaches your studio.~~

Our Insurance agent will take this matter up with you direct

Best regards.

JCE/SB.

Yours very truly,

J. C. Epstein

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 1 (Date) Nov. 13th, 1919, 19

For Value Received, on December 13th, 19 19, the undersigned promises to pay to the order of New York Motor Truck Sales Corp. Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, New York.

No. (Date) November 13, 19 19

For Value Received, on July 13, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corporation Two-hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 6 (Date) November 13, 19 19

For Value Received, on May 13, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corporation Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 10 (Date) Nov. 13th, 1919, 19

For Value Received, on September 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp., Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

PAID

New York Motor Truck Sales Corp.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 9 (Date) Nov. 13th, 1919, 19

For Value Received, on August 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp., Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 7 (Date) November 13, 19 19

For Value Received, on June 13, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corporation Two hundred seventy-one & 00 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 11 (Date) Nov. 13th, 1919, 19

For Value Received, on October 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp., Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

NO PROTEST

Form R. C. 11

$ 261.70 (Town and State) Mamaroneck, N.Y.

No. 12 (Date) Nov. 13th, 19 19

For Value Received, on November 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp., Two hundred sixty-one & 70/100 Dollars ($ 261.70) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($ 3247.70), all executed by the undersigned to the same order.

PAID Nov 15 1920 New York Motor Truck Sales Corp. Cashier

D. W. GRIFFITH STUDIO

12283

PAY TO THE ORDER OF

~~ROBERTSON-COLE COMPANY~~
MANUFACTURERS TRUST COMPANY
NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

NEW YORK MOTOR TRUCK SALES CORP.

Paul Campbell Pres.

Address, Street.....

Town.....

State .....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Been Paid

12288

PAY TO THE ORDER OF

~~ROBERTSON-COLE COMPANY~~
MANUFACTURERS TRUST COMPANY
NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

NEW YORK MOTOR TRUCK SALES CORP.

Paul Campbell Pres

Address, Street.....

Town.....

State .....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

16200

PAY TO THE ORDER OF
MANUFACTURERS TRUST COMPANY
~~ROBERTSON-COLE COMPANY~~

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

Paid
E. & J. Motor Truck S. Corp
by Paul Campbell Pres.

Address, Street.....

Town.....

State.....

MANUFACTURERS TRUST COMPANY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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ROBERTSON-COLE COMPANY

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

.....

Address, Street.....

Town.....

State.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PAY TO THE ORDER OF
MANUFACTURERS TRUST COMPANY
~~ROBERTSON-COLE COMPANY~~

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

N. Y. Motion Picture S. Corp
by Paul C. Campbell
Pres.

Address, Street.....

Town.....

State.....

Paid

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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ROBERTSON-COLE COMPANY

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

.....

Address, Street.....

Town.....

State.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PAY TO THE ORDER OF
MANUFACTURERS TRUST COMPANY
~~ROBERTSON-COLE COMPANY~~

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

U. S. Motor Truck S. Corp
by Paul Campbell
Pres.

Address, Street.....

Town.....

State .....

MANUFACTURERS TRUST COMPANY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PAY TO THE ORDER OF

ROBERTSON-COLE COMPANY

NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

.....

Address, Street.....

Town.....

State .....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 2 (Date) Nov. 13th, 1919, 19

For Value Received, on January 13th, 1920, the undersigned promises to pay to the order of New York Motor Truck Sales Corp.

Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 4 (Date) Nov. 13th, 1919, 19

For Value Received, on March 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp.

Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of [illegible], State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($3247.70), all executed by the undersigned to the same order.

RECEIVED PAYMENT MAR 13 1920 MANUFACTURERS TRUST CO. WEST 57TH OFFICE

D. W. GRIFFITH STUDIO

Form R. C. 11

$ 271.00 (Town and State) Mamaroneck, N.Y.

No. 5 (Date) Nov. 13th, 1919, 19

For Value Received, on April 13th, 19 20, the undersigned promises to pay to the order of New York Motor Truck Sales Corp.

Two hundred seventy-one & 00/100 Dollars ($ 271.00) in funds current in the City of New York, at 720 Longacre Building Bank; City of New York, State of New York with interest thereon at the rate of six per cent. per annum from date. This note is one of a series of 12 notes of like date and of the aggregate principal amount of Thirty-two hundred forty-seven & 70/100 Dollars ($3247.70), all executed by the undersigned to the same order.

D. W. GRIFFITH STUDIO

12284

PAY TO THE ORDER OF

~~ROBERTSON-COLE COMPANY~~
MANUFACTURERS TRUST COMPANY
NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

NEW YORK MOTOR TRUCK SALES CORP.

Paul Campbell Pres.

Address, Street.....

Town.....

State.....

MANUFACTURERS TRUST COMPANY
WEST SIDE OFFICE.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

12286

PAY TO THE ORDER OF

~~ROBERTSON-COLE COMPANY~~
MANUFACTURERS TRUST COMPANY
NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

NEW YORK MOTOR TRUCK SALES CORP.

Paul Campbell Pres.

Address, Street.....

Town.....

State.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

12287

PAY TO THE ORDER OF

~~ROBERTSON-COLE COMPANY~~
MANUFACTURERS TRUST COMPANY
NEW YORK CITY

Notice of non-payment, presentment, demand and protest waived.

NEW YORK MOTOR TRUCK SALES CORP.

Paul Campbell Pres.

Address, Street.....

Town.....

State.....

MANUFACTURERS TRUST COMPANY
481 EIGHTH AVE Cor 34th ST
NEW YORK, N. Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 14th,1919

Mr. J.C.Epping,
720 Long Acre Bldg.,
New York.

My dear Mr. Epping:-

I am enclosing herewith a file of box office receipts covering "Broken Blossoms, for the week ending September the 27th at Clunes Auditorium.

I think this file should be included with Hamburg report for that week.

Very truly yours,

ECB/M

Nov. 14, 1919.

Mr. P. H. Stilson, Traffic Manager,
c/o Famous Players-Lasky Corp.,
485 Fifth Ave., New York City.

Dear Sir:

Enclosed please find two copies of our certified invoices covering four copies of the D. W. Griffith Production entitled "Scarlet Days" - which were shipped to Canada today.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:W. Manager.

Nov. 14, 1919.

Famous Lasky Film Service Ltd.,
206 Victoria St.,
Toronto, Canda.

Gentlemen:

Enclosed please find four copies of our certified invoices covering four copies of the D. W. Griffith picture entitled "Scarlet Days" - which went forward to you by express today.

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:W. Manager.

U. S. TREASURY DEPARTMENT
Customs Cat. No. 7525.
T. D. 37470.—Form WTB 105.
C. D. Sept. 24-18.

(For United States Customs and War Trade Board.)

This space for use of Customs.

No. _____

(Code No. Dist.) (Port.)

Manifest No. _____

SHIPPER'S EXPORT DECLARATION

OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

Goods shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. Los Angeles, Calif. From Los Angeles, Calif.
(Number.) (Street.) (City.) (State.) (Place of original shipment.)

Via American Railway Exp. For shipment on the TORONTO ONTARIO CANADA.
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag, if known.)

From _____ To ultimate foreign destination of goods _____
(U. S. Customs port of exportation.) (City.) (Country.)

Marks and numbers.	Number and kind of packages, e.g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. See par. 9 on back.	COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms, such as meats, dry goods, machinery, fruits, etc., will not be accepted. See par. 8 on back. Read instructions on back.	War Trade Board Code number. See par. C on back.	Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, etc. See par. 10.	Value at time and place of shipment. (See pars. 5, 6 and 7.) U. S. Products, including foreign goods altered or remanufactured in the United States.	Foreign Products in same condition as imported.
	Bas 63				DOLLARS	ONLY.
W. T. B. EXPORT LICENSE	NO. _____	_____, DATE OF EXPIRATION _____		_____1, 191		
4 wooden		Positive Motion Picture				
boxes		Film - D. W. GRIFFITH				
consigned		PRODUCTION ENTITLED				
to		"SCARLET DAYS."				
Famous						
Lasky Film Service Ltd.		4 - prints				
206 Victoria		(7 reels per print)				
Street -		Total - 28 reels.		27840	$2827.	
TORONTO						
ONTARIO						
CANADA.		SHIPPING NUMBER 619.				
		"GOODS MADE IN U.S.A. TO BE RETURNED."				

Waybill or manifest

No._____, _____, 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,

_____, 191 _____, *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the enemy act," approved October 6, 1917; that Famous Lasky Film Service Ltd. of 206 Victoria St. Toronto Canada. is the actual consignee of the said merchandise; and I further delare that if the shipment is made to a bank or other broker, factor, or agent that FAMOUS LASKY FILM SERVICE LTD. TORONTO ONTARIO CANADA.
(Name.) (Address.)
is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on Nov 14th, 1919

Geo J Schneider
(Deputy Collector, notary public, etc. See par. 4 on back.)
My Commission Expires August 31, 1921

D. W. GRIFFITH STUDIO
(Signature) Ed A Bridwell
Business Manager.
(Capacity) 4500 Sunset Blvd. Los
(Number of Ave., Blvd., Rd., etc.)
(Address) Angeles, Cal.

1—448

478 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal. Nov. 14, 191 9.

Invoice of MOTION PICTURE FILM Famous Lasky Film Service Ltd. 206 Victoria St. Toronto - Canada. purchased

by D. W. GRIFFITH STUDIO of 4500 Sunset Blvd. Los Angeles, Cal.

from of

to be shipped per Wells Fargo & Co Express.

Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value as Sold for Home Consumption At Time Shipped	Selling Price to the Purchaser in Canada At Time Shipped	
					Amount
	4	copies MOTION PICTURE FILM			
		D. W. GRIFFITH PRODUCTION			
		ENTITLED " SCARLET DAYS"			
		6960 ft. per copy			
		Total footage - 27840	.08 per ft.	.08	2227.20
		SHIPPING NO.519.			
		"GOODS MADE IN U.S.A.			
		TO BE RETURNED."			

CERTIFICATE FORM M.

I, the undersigned do hereby certify as follows:

(1) That I am the (*a*) Business Mgr. for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 14th day of November 191 9.

(Signature) D. W. GRIFFITH STUDIO.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

By E C Bidwell
Manager.

Subscribed and sworn to before me this 14th day of November 1919

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires August 31, 1921

D.W. Griffith Service *offers*

The Fall of Babylon	The Mother and The Law
A Super-Spectacle	*A Dramatic Thunderbolt*

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Nov. 14th, 1919.

10000.00 ck ✓

Mr. E. C. Bidwell,
4500 Sunset Blvd,
Los Angeles, Cal.

Dear Mr. Bidwell:

I have ordered this day 425,000 feet of positive stock for the prints of the picture N 1. I understand the length of this picture is about 6100 feet, therefore this stock will make approximately 70 prints. I do not know exactly how many prints they are going to order but it will be somewhere between 60 and 80.

I am enclosing herewith a check for $10,000., which was like pulling teeth. I expected that the First National would furnish their own stock but they have refused to do so stating that their contract provided that they were to pay a specific amount of 3 3/4¢ a foot, this to include the finished print including stock. (plus Tax) The burden of financing this stock therefore fell on us and in view of the fact that we have enormous construction ~~business~~ bills constantly becoming due, together with the heavy pay roll, this meant an enormous strain on our finances, but it had to be done since you wired me that you had no funds to finance this stock.

Please note the following instructions: All these prints are to be sent to the various exchanges, list of which we will send you later, C.O.D., and these C.O.D. checks upon receipt must be forwarded to this office. These are the instructions of Mr. Griffith and as soon as you ship any of these prints and get the money you must forward these checks to this office, charging this office with the ~~accounts~~. amounts

I have charged the enclosed check to the Los Angeles office and when you deposit same please credit same to your account.

I have not received any cash statement from you since Oct. 28th and this morning matters came up which necessitated knowledge of how you stood financially and I was compelled to state that I was in utter ignorance of how much cash you had or how much money you owed or how much accounts receivable you had and from whom.

Mr. Griffith was very much put out about this and he requested me to instruct you to send me as soon as you possibly can every week detailed statements of the following:

Cash received during the week.
Cash paid out during the week and to whom.
Total unpaid bills) Total amount of studio liability.
) Total amount of factory liability.
Analysis of accounts receivable.

You must understand that under the present conditions we are vitally interested to know just how you stand, and I must request that any money that you can possibly spare you must send to this office. This does not mean that you are to be financially embarrassed but it does mean that any surplus that you do not need you must send here as we are badly in need of it, and you must recognize that the fact that we are in utter ignorance here of how you stand makes it very unpleasant for me as well as for yourself.

If you had sent me weekly statements stating exactly how you stood I could have explained to Mr. Griffith and his associates this morning that it was necessary for us to finance the stock of the First National, as personally I am quite convinced that you could not spare the money, but I could not offer this as my opinion since I had nothing to back it up with.

You have complained in the past about sending you too many telegrams. You must know that we are working here under tremendous handicaps and under great pressure, and any information which I have requested by telegram demanded immediate answer else you may be sure that I would not have telegraphed it.

Now in order to make things easier for me and to prevent unpleasant inferences to be made about "one office not knowing "what the devil" the other office is doing" (the exact words used), you will comply with the above request and try your best to furnish me the statements requested herein as soon as possible.

D. W. Griffith Service offers

The Fall of Babylon — A Super-Spectacle

The Mother and The Law — A Dramatic Thunderbolt

BOTH PRODUCTIONS PERSONALLY PRODUCED BY DAVID WARK GRIFFITH

GENERAL OFFICES, 720 LONGACRE BLDG. NEW YORK CITY. PHONES, BRYANT 6761-6762

Albert L. Grey,
GENERAL MANAGER.

Of course, I had a very good alibi as I am really not supposed to know anything about your record, but I do not like to use alibis nor do I like to shove responsibility on others if I can help it.

If you have insufficient help to get these reports out promptly every week, better get an additional girl to do this work. The reports must be here; this is certain, because we are no longer dealing with Mr. Griffith alone, we are dealing with outside associates now who do not understand conditions and take no alibis or excuses.

I have strongly defended you in this matter pleading that you are severely handicapped by the great confusion of moving, only to receive in reply the statement that there should be enough help in the office to do it.

In any event I do not think it right that this office should be without information as to your cash receipts for three weeks. It does not take long to get up your cash reports and by this time I should have had your reports of Nov. 1st and probably of the 8th.

Now, Mr. Bidwell, please do your best. The matter is really urgent and important as we are dealing with very stern and business-like people.

Best regards.

Yours very truly,

J. C. Wynn Jr.

JCE/SB.

OFFICERS
MAIN OFFICE
JOHN W. HARDENBERGH, PRESIDENT
WILLIAM J. FIELD, VICE PRESIDENT
JAY S. PERKINS, SECRETARY & TREASURER
J. RICHARD TENNANT, ASSISTANT SECRETARY
ROBERT S. CARMICHAEL, ASSISTANT TREASURER
GROVE STREET BRANCH
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EDWARD HENN, ASSISTANT SECRETARY

COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. November 14, 1919.

Albert H. Banzhof, Esq.,
2 Rector Street,
New York City, N.Y.

Dear Sir:-

In reply to your letter of the 13th inst., we return herewith check No.195, for $207.00, which has been duly certified as requested by you.

Yours very truly,

R. S. Carmichael
Asst. Treasurer.

November 15th 1919.

Mr. Charles V. Duffy,

Newark, N.J.

Dear Sir:

Enclosed herewith please find check for $207.00 in payment of the within bill for taxes. Kindly return the duplicate bill duly receipted, and oblige

Very truly yours,

CD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

Nov. 15, 1919.

Mr. J. C. Epping,
720 Longacre Building,
New York, N. Y.

Dear Mr. Epping:

I am enclosing herewith copies of our Cash Reports for the weeks ending November 1st and November 8th.

We had to vacate the offices that we have occupied for the last two years and move into some smaller offices that have been fixed up since you were here, and in the confusion we overlooked sending you these two Cash Reports. I will see that this does not happen again.

The weekly statements covering these two reports will also be mailed to you within a few days.

Very truly yours,

D. W. GRIFFITH STUDIO,

By

Manager.

ECB/W
2 encls.

AGREEMENT made and entered into this 15th day of November, 1919, by and between DAVID W. GRIFFITH of Mamaroneck, New York, party of the first part, hereinafter called the "Producer" and MRS. BASIL SIDNEY, professionally known as "DORIS KEANE", formerly of the City of London, England, now of the City, County and State of New York, party of the second, hereinafter called the "Star",

W I T N E S S E T H:

WHEREAS, the said Doris Keane is an experienced actress and is acknowledged to be one of the leading actresses of the world, and

WHEREAS, she is the owner of the motion picture rights of the play entitled "ROMANCE", in which dramatic production she has for the past four years played the leading role, and

WHEREAS, said Star is now the sole owner and holder of the right to copyright the motion picture thereof for the entire world, and

WHEREAS, said Star desires to have said drama produced as a motion picture production and desires to portray the leading role in said production, and

WHEREAS, said Producer is desirous of securing the exclusive control of the motion picture rights to said drama known as "ROMANCE" for the entire world, and is desirous of securing the exclusive services of said Star as a motion picture actress to perform the star part or leading role in said production.

NOW THEREFORE, in consideration of the covenants

and conditions hereinafter stated, the parties hereto agree as follows:

FIRST: Doris Keane hereby grants to David W. Griffith, sole and exclusive right for the world, to produce and have produced, and sell or lease, and to license the exhibition of motion pictures of the said ~~copyrighted and~~ dramatic production known as "Romance;" but no sale or lease of territorial rights shall be made except on approval of Doris Keane, which shall not be unreasonably withheld.

SECOND: Doris Keane warrants and represents to Mr. Griffith as an inducement to Mr. Griffith to enter into this contract that she is the sole owner of the right to copyright the motion picture of the drama known as "ROMANCE", and that she has made no assignment and has not granted any license with respect to the motion picture productions of said drama.

THIRD: And said Doris Keane agrees that when said motion picture production has been completed, the same may be copyrighted in the name of David W. Griffith and Doris Keane, or their assigns or nominees.

FOURTH: Mr. Griffith agrees to pay to Miss Keane for such exclusive right, the following sums: Fifty thousand ($50,000) Dollars in cash on the signing of this contract, receipt whereof is hereby acknowledged by the party of the second part; the sum of Twenty-five thousand ($25,000) Dollars on the date when the actual physical taking of said motion picture or photo-play begins, and the sum of Seventy-five ($75,000) Dollars at the completion of the camera work of Miss Keane in the production of said motion picture as herein provided.

And the said party of the first part agrees to pay to Miss Keane, when and after Mr. Griffith shall have received from the gross receipts as hereinafter described the sum of Five hundred thousand ($500,000) Dollars from the sale and exploitation of said motion picture, 25% of the gross receipts of the said play, which shall be understood to be the amount obtained by the producer from the distributing agency, the expense of such distributing agency, however, shall in no case exceed 25% of the gross receipts in the United States, and 50% of the gross receipts in the rest of the world, where the exploitation is through distributing agents; but in the case of road shows and exhibitions of the picture played on percentage basis by the producer, the party of the first part, the gross receipts upon which such 25% shall be computed, shall be upon the share of the receipts paid to the producer by the various theatres in which said picture is shown, less the charges arising out of the cost of operation of each such show; but in no case shall the deduction from gross receipts be in excess of such receipts, but it is expressly agreed that if road shows or exhibitions of the picture on percentage basis by the producer show a failure to produce "gross receipts" over expenses of 33 1/3% of the box office receipts, over a period of one year, then the distribution shall be confined to the percentage basis of agencies, except with the consent of the Star.

And Mr. Griffith further agrees to pay a percentage of 50% of the gross receipts as above stated, when and after such gross receipts as stated above shall total One million ($1,000,000) Dollars from the sale and exploitation of the said picture.

The sums herein agreed to be paid are hereby understood to be paid as follows: One hundred thousand ($100,000) Dollars of the cash One hundred and fifty thousand

($150,000) Dollar cash payments to be fully made at the completion of the camera work of Miss Keane, and one-half of the percentages to be paid to her as herein provided, shall be understood to be paid to her as herein provided, ~~shall be understood to be paid~~ for the rights of property or investment in the production, and the remaining Fifty thousand ($50,000) Dollars of the said $150000, to be fully paid on the completion of the camera work; and one-half of the percentage upon the gross receipts provided to be paid shall be understood to be as compensation for services in the perfection and completion of said photo-play.

It is, however, hereby expressly understood and agreed that in the event that Miss Keane be or become physically disabled by reason of illness, accident or death from playing the leading role in said production, she or her heirs and assigns shall not receive any part of the Seventy-five thousand ($75,000) Dollars to be paid as above described on the completion of the camera work, and the percentages upon gross receipts to be paid, shall be one-half the amounts hereinbefore provided for, namely 12 1/2% of the gross receipts after the receipt by Mr. Griffith of Five hundred thousand ($500,000) Dollars as above described, and 25% of the gross receipts after the receipt by Mr. Griffith as above described, of One million ($1,000,000) Dollars.

FIFTH: Said Doris Keane agrees to protect David W. Griffith against any infringement of his sole right to make, produce, distribute, and have produced motion pictures of said drama, and she will institute all necessary proceedings of any kind and character necessary or proper to afford David W. Griffith such sole right, but Mr. Griffith will bear the expense of any such litigation, unless the copyright

and right to procure the copyright on the said motion picture be declared invalid, and in such event Miss Keane shall bear the expense of such litigation. Mr. Griffith shall have the direction of such litigation.

SIXTH: Mr. Griffith hereby agrees and does hereby employ the said Doris Keane to act, play, appear, pose, perform and take part as the "Star" in the motion picture production of said drama "ROMANCE" for a period of time necessary to complete said motion picture production, not to exceed, however, in the actual physical taking of the pictures, as far as Miss Doris Keane is concerned, more than three consecutive months, the production of said picture to commence on or about the day of December 1919, or as soon thereafter as both parties may mutually agree upon, and without agreement as to change of date then said date is to be of the essence of this agreement.

SEVENTH: It is understood that during the above period of three months of this contract, the services of said star and actress shall be rendered exclusively to said David W. Griffith in the production of said motion picture, but not to exceed a term of more than three consecutive months as above stated, for the actual camera work as far as Miss Keane is concerned, without the written consent of Miss Keane. During said employment and service, enclosed motor car shall be provided to convey the Star to and from the studio and her home, by the Producer, as well as proper dressing room at the Studio.

EIGHTH: Mr. Griffith agrees that he will keep at his office in the City of New York, or in the village of Mamaroneck, a separate account showing all of his receipts and disbursements on account of the matters involved in this

contract, and will keep on file in said office all contracts or copies thereof, entered into by him on said account, and said records and papers may be inspected, and copies thereof may be made by Miss Keane or her authorized agent, Alice Kauser, 1402 Broadway, or her successor duly authorized, at any or all reasonable times, and Mr. Griffith will render to Miss Keane or to her authorized agent, at the end of every four weeks, commencing four weeks after the first public exhibition of said photo-play, a statement of all his receipts and disbursements on account of this contract, and said statement shall show the gross receipts as herein stated of said production, and the details by which the same are determined, and Mr. Griffith will remit or cause to be remitted to Miss Keane or to her agent, together with said statements, the share or shares of said gross receipts to which she may be entitled under this agreement, and the account of said Griffith shall be regularly audited semi-annually by Chartered Public Accountants, and copies of such audit furnished to Miss Keane.

NINTH: The work and acting herein agreed to be performed by said Miss Keane shall be done and accomplished at the studios of Mr. Griffith in and about the Village of Mamaroneck, New York, and the environs of the City of New York and vicinity. Whenever it is necessary in performing her duties hereunder for Miss Keane to leave the City of New York or the Village of Mamaroneck, Mr. Griffith shall pay all of her railroad transportation, with Pullman, Drawing Room, and separate lower berth, travelling and hotel expenses, including the hotel and railroad expenses of her maid while absent from the said City or Village.

TENTH: The said Doris Keane does hereby accept

the said exclusive employment as herein provided for during the three months' term of this agreement herein provided, and she shall devote her time and attention to the making of said motion picture production for the benefit of said David W. Griffith and herself, and shall render her services as herein agreed to the utmost of her ability. The aforesaid motion picture photo-play in which said Doris Keane is to take the leading role shall be high-grade and the said Doris Keane shall, prior to the actual taking of the photographs of said photo-play, rehearse her parts to her satisfaction and that of Mr. Griffith before the actual picture is taken.

ELEVENTH: No other star or co-star shall appear in said motion picture production, except that it is mutually agreed that Mr. Basil Sidney shall be cast for the leading male role of said production, at a salary of One thousand ($1000) Dollars a week.

With regard to the director, the scenario, the costumes, the settings, and details of the play, captions or titles or subtitles of the picture aforesaid, Mr. Griffith shall be understood to select the same with this understanding: That Miss Keane shall have the privilege of conference and objection in respect of such matters, and to require her approval as to those details which particularly relate to the bringing out of the emotion and spirit of the play, provided such objections shall in no case be unreasonable, or delayed beyond due season for revision, provided, however, that where differences of opinion arise after the above, Mr. Griffith's judgment shall control.

TWELFTH: Miss Keane shall pose for the pictures in such places and at such reasonable times as shall be designated by Mr. Griffith and she agrees to appear at the studio at the times required, in her proper costumes and make-up, and shall render such services under the direction or supervision of Mr. Griffith or his agents and agrees that she will comply with all proper and reasonable rules and regulations of the studio now in force or hereafter made by Mr. Griffith. Miss Keane shall provide at her own expense all wardrobe to properly dress for the part in said motion picture photoplay to the extent of that possessed by her, and in a manner reasonably satisfactory to Mr. Griffith and befitting the character for which she is cast, any new costumes to be supplied at the expense of Mr. Griffith, at the makers chosen by Miss Keane.

THIRTEENTH: Miss Keane agrees that she will not appear in any capacity whatsoever for or on behalf of any person, firm or corporation other than said Mr. Griffith, or his assigns during the period herein contracted for her personal services, or any extension thereof, nor will she permit herself to be advertised by anyone else during the time she is engaged in the camera work by Mr. Griffity, and shall not permit her name to be advertised in connection with any film production before November 1920.

FOURTEENTH: Mr. Griffith shall have the exclusive right to produce and reproduce photographs of Miss Keane made in connection with the production of the aforesaid photoplay herein contemplated to be made for the purpose of his business in connection with the distribution and exploitation of such motion picture photoplay and shall have the sole control, title, right and property and right of copyright

and renewal of such photographs, and to publicly or otherwise exhibit, license, cause or authorize the public exhibition of said ~~motion picture photoplay~~ photographs in connection with the business of said photoplay for his benefit and profit, and for the benefit and profit of Miss Keane, and to use in connection therein the name of said Miss Keane, but only those which she shall approve. Ample and proper advertisements shall be given Miss Keane and she shall be starred in all advertising, and no other name shall appear in as large type or more conspicuous than Miss Keane's name in any advertising that may be given to the picture herein contemplated. Miss Keane's name shall appear as Star upon all films at least as large as the name of the play, and in conjunction and before it, and shall be in larger type than the name of the producing , manufacturing or distributing company, or the name of the director of said production, or the author, Edward Sheldon, whose name shall appear in all instances as the author of the play; names of the cast shall be on separate film footage.

FIFTEENTH: It is understood and agreed that said motion picture production herein contemplated shall be made and completed by Mr. Griffith within a term of not more than three months from the date of the commencement of the production as far as the actual taking of the pictures of Miss Keane is concerned, and Mr. Griffith agrees to release said picture within a reasonable time after the completion of all the work on said picture, not later than October 1920, and said Mr. Griffith shall use his best efforts to widely distribute said picture throughout the entire world and if possible shall distribute said picture through the United Artists Corporation or some other first class distributing

company or companies which shall be expressly approved by Miss Keane, or through his own distributing organization.

SIXTEENTH: Miss Keane shall not be required to work, act or perform in dangerous places and only the most competent camera men and directors shall be employed in photographing the picture in which Miss Keane is starred as hereinabove provided in order that the finished product may be of the best standard.

SEVENTEENTH: It is understood and agreed by and between the parties hereto that the ability of Miss Keane in respect to the services herein agreed to be performed by her is rare, unique, uncommon and extraordinary, and of great value to said Mr. Griffith, and that her services so agreed to be performed by her are of such an extraordinary character that they cannot be satisfactorily performed by any other person. A proper and suitable dressing-room shall be at all times provided Miss Keane and her maid, and the same shall have attached thereto modern conveniences and shall be properly heated during the cold months.

EIGHTEENTH: It is understood and agreed that if owing to any act of any public officer, board or commission, acts of God, War, strikes, lock-outs or other causes not under the control of Mr. Griffith, or not due to his neglect, the production of said motion pictures by Mr. Griffith at his studio in Mamaroneck or vicinity shall be directly or indirectly prevented or impeded, then and in such event this agreement and the engagement of the star hereunder in the production of the aforesaid photoplay shall be suspended until resumption of operations at said studio or vicinity shall be permitted by the removal of the conditions causing

such prevention or obstruction of said production, but in no event shall such suspension exceed a term of two months without the written consent of Miss Keane.

NINETEENTH: It is further agreed that if Miss Keane should break this contract and enter or threaten to enter the employ of another to act, play or take part in the production of motion pictures, or in any other productions, on the stage or otherwise, during the term of her employment for the making of the aforesaid motion picture production, then and in that event it is hereby agreed that Mr. Griffith may apply to any court of competent jurisdiction for an injunction restraining said Miss Keane from so acting, playing or taking part in the production of motion pictures or dramatic productions or any other services for anyone else, and the said Miss Keane hereby consents to the issuance of such an injunction and agrees not to contest the same.

TWENTIETH: It is understood and agreed by the parties, that Mr. Griffith may make assignment of his interest and his contract to a corporation or firm, which corporation or firm, however, shall be under the control of Mr. Griffith. But Mr. Griffith is personally obligated in such case, to secure such further efficient exploitation of said picture, under the same terms and conditions of this agreement, as though such assignment had not been made; any sale of the rights of both parties in this agreement shall be made only by the agreement of both parties, and Miss Keane shall be at liberty to sell her interests in said motion picture and this contract, at any time, to any purchaser, after the completion of the picture.

TWENTY-FIRST: Mr. Griffith expressly agrees that no person or agency has brought the subject of this contract

to him, that he had begun the negotiation for this picture in London, during the summer of 1917, that he has not been led to make this contract through any agent or agents, and he hereby agrees to defend any litigation in the nature of a claim for commissions for such alleged service, if any be made, and to indemnify Miss Keane from any loss or damage by reason of any claim of that kind being made through the instrumentality of either Mr. Hiram Abrams or Mr. John Mc Kegn, Dr. Arthur, or A. E. Anson, whose negotiation preceding the making of this contract, is known to all the parties, and understood to have no connection with Griffith's entering into the same, and this obligation of Mr. Griffith cannot be transferred. Miss Keane agrees to assist Mr Griffith in such defense except financially.

TWENTY-SECOND: Miss Keane hereby agrees, before entering into any contract for the creation of a film picture through her acting, that she will at any time within one year after the releasing of the play hereunder, give the first option to Mr. Griffith to produce the same on terms which she wibl determine.

TWENTY-THIRD: This agreement shall bind the parties hereto and their legal representatives.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 15 day of November 1919.

D W Griffith L.S.

In the Presence of:

Chas. E. Lydecker

Albert Barnsley

Dorothy Keane L.S.

Mr Basil Lydecker

State of New York,
County of , ss:

On this day of November, 1919, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

State of New York,
County of New York, ss:

On this day of November, 1919, before me personally came Mrs Basil Sidney DORIS KEANE, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

KNOW ALL MEN BY THESE PRESENTS, that I, EDWARD SHELDON, of the Borough of Manhattan, City, County and State of New York, temporarily resident in the City of Los Angeles, State of California, for and in consideration of the sum of One Dollar ($1.00) to me in hand paid, receipt whereof is hereby acknowledged, and for the further consideration of the payment to Alice Hauser of 1402 Broadway, New York City, of a sum equal to Five (5) per cent of the gross price at which the rights hereinafter described shall, as of a date subsequent to that hereof, be disposed of, and for other good and valuable considerations, have sold, assigned, transferred and set over and by these presents do hereby sell, assign, transfer and set over, unto DORIS KEANE (MRS. BASIL SYDNEY) of the City of London, England, all right, title and interest in and to the so-called motion picture or cinema rights, only, for the world or any part thereof, in and to a certain play or dramatic composition, composed and written by me, and entitled, known and identified as "ROMANCE."

TO HAVE AND TO HOLD, unto herself, her heirs, administrators, executors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand this Twenty-second day of April, Nineteen Hundred Nineteen.

(April 22, 1919)

Edward Sheldon

County of Los Angeles)
) SS
State of California)

On this 30th day of April 1919, before me personally came EDWARD SHELDON to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

B. M. Murray
Notary Public
In and for the County of Los Angeles, State of California.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

VOUCHER 958 11 15 1919

CORRESPONDENCE CONCERNING THIS ACCOUNT SHOULD BE ADDRESSED TO TREASURER, UNITED ARTISTS CORPORATION, 729 SEVENTH AVE. NEW YORK

STATEMENT OF ACCOUNT	AMOUNT
Advance to D W Griffith to be endorsed payable to Mrs Basil Sidney (professionally known as Doris Kean) as part payment on contract for the production of photo-play to be known as "Romance"	$50000.00

PAYEE DETACH HERE AND RETAIN THIS PORTION FOR HIS RECORD

$ 33 00 **THE PLAYERS** № 53524

New York, Nov 15/19

Received of David W. Griffith

33 00 DOLLARS

For Dues $ 33 to Mar 1/20

For House Charges $

For Initiation Fee $

JAMES C. LAIDLAW

NICHOLAS RIDDLE, TREASURER

By Clerk

Telephone Columbus 2153-2154

INDIANA TRUCKS

TO NEW YORK MOTOR TRUCK SALES CORP., DR.

OFFICE AND SERVICE STATION

508-516 WEST 55th STREET

№ 25554

NEW YORK, November 16, 1920

M D. W. Griffith Studio,

ORDER NO.

Mamaroneck, N. Y.

To 1 IndianaTruck R-8293 purchased on Conditional Sale Agreement dated November 13th, 1919	4247	50	

PAID

NOV 16 1920

New York Motor Truck Sales Corp.

Per